रजिस्ट्री सं. डी. एल. (एन) 04/0007/2003–05 REGD. No. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
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सं. 13] नई दिल्ली, अप्रैल 1—अप्रैल 7, 2018, शनिवार/चैत्र 11—चैत्र 17, 1940
No. 13] NEW DELHI, APRIL 1— APRIL 7, 2018, SATURDAY/CHAITRA 11— CHAITRA 17, 1940

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 27 फरवरी, 2018

का.आ. 528.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, राजस्व विभाग के अधीन प्रधान आयुक्त का कार्यालय केन्द्रीय वस्तु एवं सेवा कर तथा केन्द्रीय उत्पाद शुल्क, मुम्बई पूर्व, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है ।

[फा. सं. ई-11017/3//2017-हिन्दी-2 डीओआर डीओआर]

डॉ. सतीश चन्द्र, संयुक्त निदेशक (राजभाषा)

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 27th February, 2018

S.O. 528.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notifies, Office of the Pr. Commissioner, Central Goods and Service Tax and Central Excise, Mumbai East under the Department of Revenue, where more than 80% of staff have acquired the working knowledge of Hindi.

[F. No. E-11017/3/2017- Hindi-II DOR DOR]

Dr. SATISH CHANDRA, Jt. Director (OL)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 23 मार्च, 2018

का.आ. 529.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्द्वारा केंद्र सरकार भारत के दूतावास, ब्रातिस्लावा में श्री फूल कंवर, सहायक अनुभाग अधिकारी को दिनांक 23 मार्च, 2018 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है ।

[सं. टी-4330/04/2018]

प्रकाश चन्द, निदेशक (कोंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. DIVISION)

New Delhi, the 23rd March, 2018

S.O. 529.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Phool Kanwar, Assistant Section Officer as Assistant Consular Officer in the Embassy of India, Bratislava to perform the Consular services with effect from 23rd March, 2018.

[No. T-4330/04/2018]

PRAKASH CHAND, Director (Consular)

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 4 अप्रैल, 2018

का.आ. 530.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) के साथ पठित, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स क्वालिटी सर्विसेज एंड सॉल्यूशंस, द्वितीय तल, रुक्मिनी टॉवर, तिलक मैदान के पास, एफ.एल.गोम्स रोड, वास्को द गामा, गोवा - 403802, को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की 20 दिसम्बर, 1965 को शासकीय राजपत्र भाग-II, खंण्ड-3, उप खंण्ड(ii), में प्रकाशित दिनांक 20 दिसम्बर, 1965 की अधिसूचना सं॰ का.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूचियों में विनिर्दिष्ट खनिज और अयस्क समूह-I, क्रम सं॰ दो पर निर्दिष्ट लौह अयस्क, बॉक्साइट अयस्क और मैंगनीज अयस्क को निर्यात से पूर्व निम्नलिखित शर्तों के अधीन मोरमुगांव (गोवा) पत्तन में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

(i) यह अभिकरण, खनिज और अयस्क समूह- I निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिये निर्यात निरीक्षण परिषद् द्वारा निमित्त नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और

(ii) यह अभिकरण, इस अधिसूचना के अधीन अपने कार्यों के पालन में निदेशक (निरीक्षण और गुणवत्ता नियंत्रण) निर्यात निरीक्षण परिषद द्वारा समय-समय पर लिखित रूप में दिए गए ऐसे निर्देशों से आबद्ध होगा ।

[फा.सं. के-16014/2/2018-निर्यात निरीक्षण]

संतोष कुमार सारंगी, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 4th April, 2018

S.O. 530.—In exercise of the powers conferred by the sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s Quality Services and Solutions, 2nd Floor, Rukmini Tower, Near Tilak Maidan, F.L.Gomes Road, Vasco Da Gama, Goa - 403802, as an agency for a period of three years from the date of publication of this notification, for the inspection of Iron Ore, Bauxite Ore and Manganese Ore specified at serial number 2 under Minerals and Ores Group-I, in the Schedule to the notification number S.O. 3975, dated the 20th December, 1965, published in the Gazette of India, part II, Section 3, Sub-section (ii), dated the 20th December, 1965, prior to export of the said Minerals and Ores at Mormugao Port (Goa), subject to the following conditions, namely: -

(i) the said agency shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965;

(ii) the said agency shall, in performance of its function as specified in this notification shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council, may give in writing from time to time.

[F.No.16014/2/2018- Export Inspection]

SANTOSH KUMAR SARANGI, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 23 मार्च, 2018

का.आ. 531.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (4) के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पत्ता	भारतीय मानक का शीर्षक	भा मा	भाग	अनु	वर्ष
1.	एल-9512396122	02.01.2018	मै0 अर्श बिल्डिंग मैटीरियल सपलायर, जटौली रोड, हसनपुर, जिला पलवल – 121107, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
2.	एल-9512399524	02.01.2018	मै0 बैसला ट्रेडिंग कम्पनी, गॉव अकबरपुर दकोरा, जिला पलवल – 121107, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
3.	एल-9590006222	02.01.2018	मै0 शिव विष्णु ज्वैलर्स, ई–1763, 27 फीट रोड, डबुआ कॉलोनी, एन आई टी ,	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प	1417	-	-	2016

			जिला फरीदाबाद – 121001, हरियाणा	वस्तुएँ – महीनता एवं मुहरांकन				
4.	एल-9590006323	02.01.2018	मै0 नरेश ज्वैलर्स, हनुमान मन्दिर के नज़दीक, कनीना, जिला महेन्द्रगढ़ – 123027, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	1417	-	-	2016
5.	एल-9590006424	02.01.2018	मै0 नरेश ज्वैलर्स, हनुमान मन्दिर के नज़दीक, कनीना, जिला महेन्द्रगढ़ – 123027, हरियाणा	चाँदी एवं चाँदी मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	2112	-	-	2014
6.	एल-9590006525	02.01.2018	मै0 परवाल ज्वैलर्स, सुनारो वाली गली, रेलवे रोड, जिला रोहतक, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	1417	-	-	2016
7.	एल-9590006626	02.01.2018	मै0 एस. के. ज्वैलर्स, शॉप नं0 46ए नाहरा नाहरी रोड, मॉडल टाउन, जिला झज्जर – 124507, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	1417	-	-	2016
8.	एल-9590006719	02.01.2018	मै0 श्री भोला राम ज्वैलर्स, 314/13, रोशनपुरा, जिला गुड़गाँव – 122001, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	1417	-	-	2016
9.	एल-9590006820	02.01.2018	मै0 श्री भोला राम ज्वैलर्स, 314/13, रोशनपुरा, जिला गुड़गाँव – 122001, हरियाणा	चाँदी एवं चाँदी मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	2112	-	-	2014
10.	एल-9512396324	03.01.2018	मै0 मंगला कंस्ट्रक्शन कं0, नंगला रोड, सरपंच रोड, एन आई टी , जिला फरीदाबाद – 121001, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
11.	एल-9512396425	03.01.2018	मै0 गोपीनाथ कंक्रीट, शिव साई पैट्रोल पम्प के नज़दीक, हसनपुर, जिला पलवल – 121107,	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006

			हरियाणा					
12.	एल-9512396526	04.01.2018	मै0 श्री दादा उदलदेव, लोहानी बीहाल रोड, गाँव टीटानी, टीटानी, जिला भिवानी - 127029, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
13.	एल-9590006921	04.01.2018	मै0 मोहन लाल मनीश कुमार सराफ, जवाहर चौक, हलु बाज़ार, जिला भिवानी – 127021, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	1417	-	-	2016
14.	एल-9590007022	05.01.2018	मै0 मोहन लाल मनीश कुमार सराफ, जवाहर चौक, हलु बाज़ार, जिला भिवानी – 127021, हरियाणा	चाँदी एवं चाँदी मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	2112	-	-	2014
15.	एल-9590007123	05.01.2018	मै0 प्यारे लाल जगननाथ सराफ, जवाहर चौक, हलु बाज़ार, जिला भिवानी – 127021, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	1417	-	-	2016
16.	एल-9590007224	05.01.2018	मै0 प्यारे लाल जगननाथ सराफ, जवाहर चौक, हलु बाज़ार, जिला भिवानी 127021, हरियाणा	चाँदी एवं चाँदी मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	2112	-	-	2014
17.	एल-9512396619	08.01.2018	मै0 आर. के. टाइल्स एण्ड कंस्ट्रक्शन, महेन्द्रगढ़ बाई पास, चरखी दादरी, जिला भिवानी – 127306, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
18.	एल-9512396821	08.01.2018	मै0 संदीप कुमार कॉनट्रेक्टर, गली नं0 4, शीतल नगर, झज्जर रोड, जिला रोहतक – 124001, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
19.	एल-9512396922	08.01.2018	मै0 श्री श्याम बिल्डिंग मैटीरियल एण्ड इन्टरलोक टाइल्स, गाँव सहलावास, अम्बोली रोड, सैकेण्ड्री स्कूल के नज़दीक, जिला झज्जर – 124146, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006

20.	एल-9590007325	09.01.2018	मै0 आर. के. आभूसन, सराफा बाज़ार, जिला महेन्द्रगढ़ – 123029, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	1417	-	-	2016
21.	एल-9590007426	09.01.2018	मै0 आर. के. आभूसन, सराफा बाज़ार, जिला महेन्द्रगढ़ – 123029, हरियाणा	चाँदी एवं चाँदी मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	2112	-	-	2014
22.	एल-9512396720	11.01.2018	मै0 हैदराबाद इण्डस्ट्रीस लि0, सैक्टर – 25, बल्लभगढ़, जिला फरीदाबाद – 121004, हरियाणा	संवातन और वर्षा जल संग्रहण के तंत्र सहित भवनों के अन्दर व बाहर की मिटटी तथा अपशिष्ट निरावेशन तंत्र के लिए अनम्यकृत पोलीविनाइल क्लोराइड (पी वी सी – यू) पाइपें	13592	-	-	2013
23.	एल-9512397124	11.01.2018	मै0 देव कंक्रीट उद्योग, गॉंव धमाका, जिला पलवल, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
24.	एल-9590007519	11.01.2018	मै0 कोमल ज्वैलर्स, आज़ाद चौक के नज़दीक, माता मसानी रोड, जिला महेन्द्रगढ़, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	1417	-	-	2016
25.	एल-9590007620	11.01.2018	मै0 कोमल ज्वैलर्स, आज़ाद चौक के नज़दीक, माता मसानी रोड, जिला महेन्द्रगढ़, हरियाणा	चाँदी एवं चाँदी मिश्रधातु आभूषण/शिल्प वस्तुएँ – महीनता एवं मुहरांकन	2112	-	-	2014
26.	एल-9512397023	12.01.2018	मै0 हैदराबाद इण्डस्ट्रीस लि0, सैक्टर – 25, बल्लभगढ़, जिला फरीदाबाद – 121004, हरियाणा	पेय जल की पूर्ति के लिए असुघटियत पी वी सी पाइप	4985	-	-	2000
27.	एल-9512397326	16.01.2018	मै0 एम बी के इन्टरप्राइसिस, टोल टैक्स के नज़दीक, एनएच-71, गंगायचा अहीर , जिला रेवाड़ी – 123401, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006

28.	एल-9512397621	16.01.2018	मै0 सालासर टाइल्स कम्पनी, गॉंव उमरावत, जिला भिवानी – 127021, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
29.	एल-9512397823	16.01.2018	मै0 बालाजी कंक्रीट कम्पनी, मेन रोड, कादमा से बदराल, कादमा, जिला भिवानी - 127308, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
30.	एल - 9512397225	17.01.2018	मै0 परफैक्ट प्रोडक्टस, 50ए/2, इण्डस्ट्रीयल एरिया. एन. आई. टी., जिला फरीदाबाद – 121001, हरियाणा	5 लीटर से अधिक पानी की क्षमता वाले द्रवीय पैट्रोलियम गैस (द्र.पै.गै) सिलिंडरों के उपयोग के लिए वाल्व फिटिंगे	8737	-	-	1995
31.	एल-9512397419	17.01.2018	मै0 लक्ष्मी टाइल्स, गॉंव चन्दु, फारूख नगर रोड, जिला गुड़गॉंव - 122505, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
32.	एल-9512397520	17.01.2018	मै0 श्री गोरखनाथ टाइल्स उद्योग, 49/10.खेवट नं0 13, मेन हिसार रोड, बाहु जमालपुर, जिला रोहतक - 124001, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
33.	एल-9512397722	17.01.2018	मै0 सतगुरू देव बिल्डर्स एण्ड टाइल्स, वीपीओ करोंथा, झज्जर रोड, जिला रोहतक - 124001, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
34.	एल-9512397924	17.01.2018	मै0 श्री श्याम टाइल्स, खेवट नं0 55/46, गॉंव सिददीपुर, बहादुरगढ़, जिला झज्जर - 124507, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
35.	एल-9512398126	17.02.2018	मै0 जय बाबा बी. एम. एस. एण्ड इन्टरलोकिंग, गुलावट हसनपुर रोड, गुलावट, जिला पलवल – 121107, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
36.	एल-9512398219	17.01.2018	मै0 नम्बरदार बिल्डिंग मैटीरियल सपलायर, नूहँ रोड, अन्धोप चौराहा,	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006

			गॉव संधोड़, होडल, जिला पलवल – 121106, हरियाणा					
37.	एल- 9512398025	18.01.2018	मै0 पेवर प्रोडक्ट एण्ड अर्थ मूवर सर्विसिस, खसरा नं0 88 89, बुढिया नाला और एयर फोर्स शूटिंग रेंज से सटटा हुआ, तिलपत, जिला फरीदाबाद - 121003, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
38.	एल- 9512399019	18.01.2018	मै0 विश्वास टाइल्स, गरही बोलनी रोड, जिला रेवाड़ी - 123001, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
39.	एल- 9512398320	29.01.2018	मै0 जय हनुमान टाइल्स उद्योग, वीपीओ बामला, जिला भिवानी - 127021, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
40.	एल- 9512398421	29.01.2018	मै0 भीमपाल फूलचन्द, गॉव कमानिया, डाकघर कमानिया, नारनौल, जिला महैन्द्रगढ़ – 123001, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
41.	एल- 9512398825	29.01.2018	मै0 यूनीसन इण्डस्ट्रीस, 9, एम. आई. ई. पार्ट बी, बहादुरगढ़, जिला झज्जर – 124507, हरियाणा	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे	4246	-	-	2002
42.	एल- 9590007721	29.01.2018	मै0 मदन ज्वैलर्स, शॉप नं0 2125 सी, 22 फीट रोड, एस जी एम नगर, ब्लॉक बी, जिला फरीदाबाद - 121001, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुऐं – महीनता एवं मुहरांकन	1417	-	-	2016
43.	एल- 9512398522	30.01.2018	मै0 सत्यवीर इन्टरप्राइसिस, आशीर्वाद गार्डन के नज़दीक, खोड़ रोड, अटेली मण्डी, जिला महैन्द्रगढ़ - 123021, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
44.	एल- 9512398623	30.01.2018	मै0 सतबीर सिंह कॉन्ट्रेक्टर, प्लॉट नं0 72, राधा कृष्णा कमप्लैक्स, नंगला सोहना रोड,	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006

			जिला फरीदाबाद, हरियाणा					
45.	एल- 9512399423	30.01.2018	मै0 देवन कंस्ट्रक्शन, गॉव फैज़ाबाद की धानी, नारनौल महैन्द्रगढ़ रोड, डाकघर हुदिना, जिला महैन्द्रगढ़ - 123001, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
46.	एल- 9512398724	31.01.2018	मै0 एसपीएस टाइल्स, 3, माइल स्टोन, जीन्द रोड, सुदारपुर, जिला रोहतक - 124001, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
47.	एल- 9512398926	31.01.2018	मै0 काशवी इन्टरप्राइसिस, 1, पलवल हथीन रोड, सैक्टर - 12 के नज़दीक, जिला पलवल - 121102, हरियाणा	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006
48.	एल- 9590007822	31.01.2018	मै0 गुरू जी ज्वैलर्स, मेन चौक, तोशाम, जिला भिवानी - 127040, हरियाणा	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुऐं – महीनता एवं मुहरांकन	1417	-	-	2016

[सं. सीएमडी/13 : 11]

एस. के. वर्मा, वैज्ञानिक ई एवं प्रमुख

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 23rd March, 2018

S.O. 531.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licences No. CM/L-	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
1.	L- 9512396122	02.01.2018	M/s. Arsh Building Material Supplier, Jatoli Road, Hasanpur, Distt. Palwal - 121107, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
2.	L- 9512399524	02.01.2018	M/s. Baisla Trading Co., Village Akbarpur Dakora, Distt. Palwal - 121102, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006

3.	L-9590006222	02.01.2018	M/s. Shiv Vishnu Jewellers, E-1763, 27 Feet Road, Dabua Colony, N.I.T., Distt. Faridabad - 121001, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
4.	L-9590006323	02.01.2018	M/s. Naresh Jewellers, Near Hanuman Mandir, Kanina, Distt. Mahendragarh - 123027, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
5.	L-9590006424	02.01.2018	M/s. Naresh Jewellers, Near Hanuman Mandir, Kanina, Distt. Mahendragarh - 123027, Haryana	Silver and Silver Alloys Jewellery/Artefacts - Fineness and Marking	2112	-	-	2014
6.	L-9590006525	02.01.2018	M/s. Parwal Jewellers, Sunaro Wali Gali, Railway Road, Distt. Rohtak, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
7.	L-9590006626	02.01.2018	M/s. S.K. Jewellers, Shop No.46, Nahra Nahri Road, Model Town, Distt. Jhajjar – 124507, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
8.	L-9590006719	02.01.2018	M/s. Shri Bhola Ram Jewellers, 314/13, Roshanpura, Distt. Gurgaon - 122001, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
9.	L-9590006820	02.01.2018	M/s. Shri Bhola Ram Jewellers, 314/13, Roshanpura, Distt. Gurgaon - 122001, Haryana	Silver and Silver Alloys Jewellery/Artefacts - Fineness and Marking	2112	-	-	2014
10.	L-9512396324	03.01.2018	M/s. Mangla Construction Co., Nangla Road, Sarpanch Chowk, NIT, Distt. Faridabad - 121001, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
11.	L-9512396425	03.01.2018	M/s. Gopinath Concrete, Near Shiv Sai Petrol Pump, Hassanpur, Distt. Palwal - 121107, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
12.	L-9512396526	04.01.2018	M/s. Shri Dada Udaldev, Lohani Behal Road, Village Titani, Titani, Distt. Bhiwani - 127029, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006

13.	L-9590006921	04.01.2018	M/s. Mohan Lal Manish Kumar Saraf, Jawahar Chowk, Halu Bazar, Distt. Bhiwani - 127021, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
14.	L-9590007022	05.01.2018	M/s. Mohan Lal Manish Kumar Saraf, Jawahar Chowk, Halu Bazar, Distt. Bhiwani - 127021, Haryana	Silver and Silver Alloys Jewellery/Artefacts - Fineness and Marking	2112	-	-	2014
15.	L-9590007123	05.01.2018	M/s. Pyare Lal Jaggan Nath Saraf, Jawahar Chowk, Halu Bazar, Distt. Bhiwani - 127021, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
16.	L-9590007224	05.01.2018	M/s. Pyare Lal Jaggan Nath Saraf, Jawahar Chowk, Halu Bazar, Distt. Bhiwani - 127021, Haryana	Silver and Silver Alloys Jewellery/Artefacts - Fineness and Marking	2112	-	-	2014
17.	L-9512396619	08.01.2018	M/s. R.K. Tiles & Construction, Mahindergarh Bye Pass, Charkhi Dadri, Distt. Bhiwani 127306, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
18.	L-9512396821	08.01.2018	M/s. Sandeep Kumar Contractor, Gali No.4, Sheetal Nagar, Jhajjar Road, Distt. Rohtak – 124001, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
19.	L-9512396922	08.01.2018	M/s. Shree Shyam Building Material and Interlock Tiles, Village Sahlawas, Amboli Road, Near Secondary School, Distt. Jhajjar - 124146, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
20.	L-9590007325	09.01.2018	M/s. R.K. Abhusan, Sarafa Bazar, Distt. Mahendragarh - 123029, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
21.	L-9590007426	09.01.2018	M/s. R.K. Abhusan, Sarafa Bazar, Distt. Mahendragarh - 123029, Haryana	Silver and Silver Alloys Jewellery/Artefacts - Fineness and Marking	2112	-	-	2014
22.	L-9512396720	11.01.2018	M/s. Hyderabad Industries Ltd., Sector – 25, Ballabgarh, Distt. Faridabad - 121004, Haryana	UPVC Pipes for Soil and Waste Discharge System Inside Building including Ventilation and Rainwater System	13592	-	-	2013

23.	L-9512397124	11.01.2018	M/s. Dev Concrete Udyog, Village Dhamaka, Distt. Palwal, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
24.	L-9590007519	11.01.2018	M/s. Komal Jewellers, Near Azad Chowk, Mata Masani Road, Distt. Mahendragarh, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
25.	L-9590007620	11.01.2018	M/s. Komal Jewellers, Near Azad Chowk, Mata Masani Road, Distt. Mahendragarh, Haryana	Silver and Silver Alloys Jewellery/Artefacts - Fineness and Marking	2112	-	-	2014
26.	L-9512397023	12.01.2018	M/s. Hyderabad Industries Ltd., Sector – 25, Ballabgarh Distt. Faridabad - 121004, Haryana	Unplasticized PVC Pipes for Potable Water Supplies	4985	-	-	2000
27.	L-9512397326	16.01.2018	M/s. M.B.K. Enterprises, Near Toll Tax, NH-71, Gangaycha Ahir , Distt. Rewar - 123401, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
28.	L-9512397621	16.01.2018	M/s. Salasar Tiles Company, Village Umrawat, Distt. Bhiwani – 127021, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
29.	L-9512397823	16.01.2018	M/s. Balaji Concrete Company, Main Road, Kadma to Badral, Kadma, Distt. Bhiwani - 127308, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
30.	L-9512397225	17.01.2018	M/s. Perfect Products, 50A/2, Industrial Area, NIT, Distt. Faridabad - 121001, Haryana	Valve Fittings for use with Liquefied Petroleum Gas (LPG) Cylinders of more than 5 Litre Water Capacity	8737	-	-	1995
31.	L-9512397419	17.01.2018	M/s. Laxmi Tiles, Village Chandu, Farukh Nagar Road, Distt. Gurgaon - 122505, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
32.	L-9512397520	17.01.2018	M/s. Shri Gorakhnath Tiles Udyog, 49/10.Khewat No. 13, Main Hissar Road, Bahu Jamalpur, Distt. Rohtak - 124001, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
33.	L-9512397722	17.01.2018	M/s. Satguru Dev Builders & Tiles, VPO Karontha Jhajjar Road, Distt. Rohtak - 124001, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
34.	L-9512397924	17.01.2018	M/s. Shree Shyam Tiles, Kh.No. 55/46, Village Siddipur,	Precast Concrete Blocks for Paving	15658	-	-	2006

			Bahadurgarh, Distt. Jhajjar - 124507, Haryana					
35.	L-9512398126	17.02.2018	M/s. Jai Baba B.M.S. and Interlocking, Gulawat Hassanpur Road, Gulawat, Distt. Palwal - 121107, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
36.	L-9512398219	17.01.2018	M/s. Namberdar Building Material Supplier, Nuh Road, Andhop Choraya, Village Sondhad, Hodel, Distt. Palwal – 121106, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
37.	L-9512398025	18.01.2018	M/s. Paver Product and Earth Mover Services, Khasra No.88-89, Adjacent to Budia Nala and Air Force Shooting Range, Tilpat, Distt. Faridabad, - 121003, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
38.	L-9512399019	18.01.2018	M/s. Vishvas Tiles, Garhi Bolni Road, Distt. Rewari - 123001, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
39.	L-9512398320	29.01.2018	M/s. Jai Hanuman Tiles Udyog, VPO Bamla, Distt. Bhiwani, - 127021, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
40.	L-9512398421	29.01.2018	M/s. Bhimpal Phoolchand, Village Kamania, Post Kamania, Narnaul, Distt. Mahendragarh – 123001, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
41.	L-9512398825	29.01.2018	M/s. Unison Industries, 9, M.I.E., Part B, Bahadurgarh, Distt. Jhajjar - 124507, Haryana	Domestic Gas Stoves for use with Liquefied Petroleum Gases	4246	-	-	2002
42.	L-9590007721	29.01.2018	M/s. Madan Jewellers, Shop No.2125 C, 22 ft. Road, S.G.M. Nagar, Block – B, Distt. Faridabad - 121001, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016
43.	L-9512398522	30.01.2018	M/s. Satyavir Enterprises, Near Ashirwad Garden, Khod Road, Ateli Mandi, Distt. Mahendragarh - 123021, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
44.	L-9512398623	30.01.2018	M/s. Satbir Singh Contractor, Plot No. 72, Radha Krishna Complex, Nangla Sohna Road, Distt. Faridabad, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006

45.	L-9512399423	30.01.2018	M/s. Deven Construction, Village Faizabad Ki Dhani, Narnaul – Mahendragarh Road, Post Hudina, Narnaul, Distt. Mahendergarh - 123001, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
46.	L-9512398724	31.01.2018	M/s. SPS Tiles, 3rd Mile Stone, Jind Road, Sudarpur, Distt. Rohtak - 124001, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
47.	L-9512398926	31.01.2018	M/s. Kaashvi Enterprises, 1, Palwal Hathin Road, Near Sector – 12, Distt. Palwal - 121102, Haryana	Precast Concrete Blocks for Paving	15658	-	-	2006
48.	L-9590007822	31.01.2018	M/s. Guru Ji Jewellers, Main Chowk, Tosham, Distt. Bhiwani - 127040, Haryana	Gold and Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	2016

[No. CMD/13:11]

S. K. VERMA, Scientist E & Head

नई दिल्ली, 23 मार्च, 2018

का.आ. 532.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द /स्थगित कर दिया गया है :-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
- शून्य -				

[सं. सीएमडी/13:13]

एस. के. वर्मा, वैज्ञानिक ई एवं प्रमुख

New Delhi, the 23rd March, 2018

S.O. 532.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
- NIL -				

[No. CMD/13:13]

S. K. VERMA, Scientist E & Head

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 21 मार्च, 2018

का.आ. 533.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ऑयल एण्ड नेचुरल गैस कॉरपोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 09/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.03.2018 को प्राप्त हुआ था।

[सं. एल-30012/20/2006-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st March, 2018

S.O. 533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 09/2007) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Oil and Natural Gas Corporation Limited and other and their workman, which was received by the Central Government on 19.03.2018.

[No. L-30012/20/2006-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 07th February, 2018

Reference: (CGITA) No. 09/2007

Old Reference: (ITC) No. 1561/2008

1. The Asset Manager,
   Oil and Natural Gas Corporation Limited,
   Ankleshwar Asset, Ankleshwar (Gujarat)

2. The Director,
   M/s. Industrial Security Services,

1st Floor, Upal Tower,
Opp. Umiya Dham, Vaishali Cinema,
Surat (Gujarat) – 395006 ...First Party

V/s

Mushtaq Isha Patel,
At. Muleth PO: Keshwan,
Ta. Vagra, Bharuch (Gujarat) ...Second Party

For the First Party : Sh. K.V. Gadhia & Sh. M.K. Patel

For the Second Party : Sh. Aris Saiyed

AWARD

The Government of India/ Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/20/2006-IR(M) dated 18.12.2006 referred the dispute for adjudication to the Industrial Tribunal Ahmedabad in respect of the matter specified in the schedule.

SCHEDULE

"*Whether the action of the contractor M/s. Industrial Security Services, 1st Floor, Upal Tower, Opp. M. Jagdamba Mills, Vaishali Cinema Road, Surat, contractor of ONGC Ltd., Ankleshwar in terminating the services of Sh. Mushtaq Isha Patel w.e.f. 1/9/99 without complying section 25 F of the Industrial Disputes Act, 1947 is legal and just? If not, what relief the concerned workman is entitled to?*"

1. After receiving the reference from the Government of India, Tribunal issued notices to the respective parties and in pursuance to the noticed issued to the parties, parties to the reference appeared before the Tribunal and filed their submissions. The second party filed the Statement of Claim Ex. 8. The First party, ONGC, also appeared through its Advocate and filed the Written Statement Ex. 9.

2. The second party in his statement of claim Ex. 8 has alleged that he was serving with the first party No.1 but he was on the payroll of first party no. 2 i.e. Industrial Security Services. He had been serving the first party from 01.11.1992 to 01.09.1999. He has also alleged that he had worked for more than 240 days in each calendar year. He demanded for appointment letter, I-card, wage slip, leave card etc. from the aforesaid first parties but instead of providing these documents, his services were terminated on 01.09.1999 without giving any notice or notice pay as required under the procedure of law. He has further alleged that he is unemployed since then. He has prayed for reinstatement with back wages. The ONGC filed the written statement and denied all the facts stated in the statement of claims and stated that the second party was appointed by the first party no. 2 contractor and his service were terminated by the contractor w.e.f. 01.09.1999, therefore, the ONGC has not been involved in the present dispute in any manner and has also prayed for deletion of its name from the reference. The ONGC further alleged that the second party was employed by the contractor and was also terminated by the contractor and, therefore, no relief can be granted against the ONGC. ONGC further alleged that the tribunal cannot go beyond the terms of reference. The terms of reference is against the first party no. 2 only and hence prayed for dismissal of reference.

3. The first party no. 2 M/s. Industrial Security Services did not appear and also did not prefer to file his written statement; therefore, the reference was ordered to preceed ex-parte against first party no. 2.

4. On perusal of the pleading of all the parties, following issues arises.

I. Whether the Second Party workman was having employer -employee relationship with the first party no. 1?

II. Whether the Second Party workman was having employer -employee relationship with the first party no. 2?

III. Whether the second party workman is entitled for the relief sought through the reference?

5. The second party filed his affidavit in place of oral evidence vide Ex-11 wherein he has reiterated the averments made in the statements of claims and stated that he was in the payroll of first party no. 2. His service were terminated orally by first party no. 2 i.e. contractor on 01.09.1999 without giving any notice, notice pay, retrenchment compensation and legal dues. In his cross examination, he has also admitted that ONGC has not given any appointment letter. The second party has produced documents vide Ex-10 & 12. Ex- 10/1 is a certificate given by the first party no. 2, Industrial Security Services. Ex-12/1 is reply filed by the ONGC before ALC(C). Ex-12/2 is notification dated 08.09.1994. Ex-12/3 is a notice given by the union whereas Exh.12/4 & 12/5 is a letter written by collector, Bharuch.

6. The first party no. 2 did not appear and also did not file the written statement and also did not cross examine the second party, therefore, the reference is decided ex-parte in his absence.

7. To prove the case, second party workman Sh. Mustafa Isha Patel was examined who supported the facts narrated in the statement of claims at Exh-8. In cross-examination, he stated that ONGC had not given any appointment letter to him. He was employed by the first party no. 2 M/s. Industrial Security Service and his services were terminated by the said contractor w.e.f. 01.09.1999 in violation of Sec. 25F of the Act.

8. The first party no. 1 ONGC denied the employment of the second party workman and second party workman admitted in his examination in chief that he was on payroll of first party no. 2 contractor. His service has been terminated by the said contractor. It is also noteworthy that, unlike his statement of claims, has not proved that he was employed by first party no.1. He has also failed to prove that he worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party no.1 i.e. ONGC and the issue no. I & II decided in the manner that the second party was the employee of the first party no.2 contractor.

9. As the first party no. 2 failed to contest the case by putting his appearance and not to file the written statement. The second party has stated that he was on the payroll of first party no. 2 and his service has been terminated by the first party no.2. The second party has stated that he had worked with the first party no. 2 i.e. contractor and worked for more that 240 days in each calendar year. The first party no.2 has not rebutted it by cross-examination of workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of second party was illegal and unjustified because his services were terminated without giving any notice and paying compensation. The second party workman deserves for reinstatement of his service with first party no. 2 M/s. Industrial Security Services.

10. In the following case, Punjab and Haryana High Court 2016 LLR 25 and Delhi High Court 2016(148) FLR 460 held that "In the absence of relationship of Employer- Employee, principal employer cannot be directed by the court to reinstate the employee of the contractor."

11. In the present case, second party has failed to establish the relationship of Employer-Employee between the second party workman and ONGC. Therefore, no relief can be granted against the first party no. 1 ONGC. As regard, first party no. 2 i.e. Industrial Security Services, as per the statement made by the second party on oath that he was on payroll of first party no.2 and he was terminated by the first party no.2. Therefore relationship of employer-employee was existing between second party and first party no.2 therefore, the relief of reinstatement of service is equitable to be granted against the first party no.2 M/s. Industrial Security Service.

12. The second party has in his examination in chief stated that he was a land loser as he had given land to ONGC and that time he was given assurance by the ONGC that he will be provided permanent employment in ONGC. The said aspect has not been stated in the statement of claims i.e. in pleadings therefore same cannot be considered, even otherwise second party failed to produced the documentary evidence to establish that he was the land loser and there was a specific pre-condition of employment at the time acquisition of his land. Therefore the averments regarding land loser cannot be entertained.

13. The reference is decided accordingly. The first party no. 2 M/s. Industrial Security Services is directed to reinstate the second party workman within 60 days from the date of publication of the award.

14. This is the award of the tribunal.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 21 मार्च, 2018

का.आ. 534.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ऑयल एण्ड नेचुरल गैस कॉरपोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 10/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.03.2018 को प्राप्त हुआ था।

[सं. एल-30012/19/2006-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st March, 2018

S.O. 534.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2007) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the

management of M/s. Oil and Natural Gas Corporation Limited and other and their workman, which was received by the Central Government on 19.03.2018.

[No. L-30012/19/2006-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 07th February, 2018

Reference: (CGITA) No. 10/2007

Old Reference: (ITC) No. 1562/2008

1. The General Manager,
Oil and Natural Gas Corporation Limited,
Ankleshwar Project, Ankleshwar (Gujarat)

2. The Director,
M/s. Industrial Security Services,
1st Floor, Upal Tower, Opp. Umiya Dham, Vaishali Cinema,
Surat (Gujarat) …First Party

V/s

Mubarak Valli Yusuf Bapu,
Masjid Falia,
At-PO Chanchvel, Ta. Vagra,
Bharuch (Gujarat) …Second Party

For the First Party : Sh. K.V. Gadhia& Sh. M.K. Patel, Advocates

For the Second Party : Sh. Aris Saiyed, Advocate

AWARD

The Government of India/ Ministry of Labour, New Delhi by reference adjudication Order No. L- 30012/19/2006-IR(M) dated 02.01.2007 referred the dispute for adjudication to the Industrial Tribunal Ahmedabad in respect of the matter specified in the schedule.

SCHEDULE

"*Whether the action of the contractor M/s. Indutrial Security Services, 1st Floor, Upal Tower, Opp. M. Jagdamba Mills, Vaishali Cinema Road, Surat, contractor of ONGC Ltd., Ankleshwar in terminating the services of Sh. Mubarak Valli Yusuf Bapu w.e.f. 1/9/99 without complying section 25 F of the Industrial Disputes Act, 1947 is legal and just? If not, what relief the concerned workman is entitled to?*

1. After the reference by the Appropriate Government the tribunal issued notices to the respective parties and in pursuance to the same, parties to the reference appeared before the Tribunal and filed their pleadings. The second party filed the Statement of Claim vide Ex. 8. The ONGC has appeared through its Advocate and filed its Written Statement vide Ex. 9.

2. The second party in his statement of claim Ex. 8 has alleged that he was serving with the first party No.1 but he was on the payroll of first party no. 2 i.e. Industrial Security Services. He had served with the first party from 01.11.1992 to 01.09.1999. He has also alleged that he had worked for more than 240 days in each calendar year. He demanded for appointment letter, I-card, wages slip, leave card etc. from the aforesaid first parties but instead of providing these documents, his services were terminated on 01.09.1999 without giving any notice or notice pay as required under the procedure. He has further alleged that he is unemployed since then and has prayed for reinstatement with back wages. The ONGC filed the written statement and denied all the facts stated in the statement of claims and stated that the second party was appointed by the first party no. 2 contractor and his service were terminated by the contractor w.e.f. 01.09.1999. Therefore the ONGC has not been involved with the present dispute and prayed for deletion of its name from the reference. The ONGC further alleged that the second party was deployed by the

contractor and terminated by the contractor and hence no relief can be granted against the ONGC. ONGC further alleged that the tribunal cannot go beyond the terms of reference. The terms of reference is against the first party no. 2 only and hence prayed for dismissal of reference.

3. The second party filed his affidavit in place of oral evidence vide Ex. 11 wherein he has reiterated the averments made in the statement of claims and stated that he was in the payroll of first party no. 2. His service were terminated orally by first party no. 2 i.e. contractor on 01.09.1999 without giving any notice, notice pay, retrenchment compensation and legal dues. In his cross-examination also, he has admitted that ONGC has not given any appointment letter. The second party has produced documents vide Ex-10 &12. Ex- 10/1 is a certificate given by the first party no. 2, Industrial Security Services. Ex-12/1 is reply filed by the ONGC before ALC(C). Ex-12/2 is notification dated 08.09.1994. Ex-12/3 is a notice given by the union whereas Exh.12/4 & 12/5 is a letter written by collector, Bharuch.

4 On perusal of the pleading of all the parties, following issues arise:

I. Whether the Second Party workman was having employer -employee relationship with the first party no. 1?

II. Whether the Second Party workman was having employer -employee relationship with the first party no. 2?

III. Whether the second party workman is entitled for the relief sought through the reference?

5. The first party no. 2 did not appear and also did not file the written statement and also did not cross examine the second party, therefore, the reference is decided ex-parte in his absence.

6. To prove the case, second party workman Mubarak Valli Yusuf Bapu was examined who supported the facts narrated in the statement of claims at Ex. 8. In cross-examination, he stated that ONGC had not given any appointment letter to him. He was employed by the first party no. 2 M/s. Industrial Security Service and his service has been terminated by the said contractor w.e.f. 01.09.1999 in violation of Sec. 25F of the Act.

7. The first party no. 1 ONGC denied the employment of the second party workman and second party workman admitted in his examination in chief that he was on payroll of first party no. 2 contractor. His service has been terminated by the said contractor. It is also noteworthy that, unlike his statement of claims, has not proved that he was employed by first party no.1. He has also failed to prove that he worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party no.1 i.e. ONGC and the issue no. I & II decided in the manner that the second party was the employee of the first party no.2 contractor.

8. As the first party no. 2 failed to contest the case by non appearance, even has not filed the written statement. The second party has stated that he was on the payroll of first party no. 2 and his service has been terminated by the first party no.2. The second party has stated that he had worked with the first party no. 2 i.e. contractor and worked for more that 240 days in each calendar year. The first party no.2 has not rebutted it by cross examination of workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of second party was illegal and unjustified because his service were terminated without giving any notice and paying compensation. The second party workman deserves for reinstatement of his service with first party no. 2 M/s. Industrial Security Services.

9. In following case, Punjab and Haryana High Court 2016 LLR 25 and Delhi High Court 2016(148) FLR 460 held that "In the absence of relationship of Employer- Employee, principal employer cannot be directed by the court to reinstate the employee of the contractor".

10. In the present case, second party has failed to establish the relationship of Employer-Employee between the second party workman and ONGC. Therefore, no relief can be granted against the first party no. 1 ONGC. As regard, first party no. 2 i.e. Industrial Security Services, as per the statement made by the second party on oath that he was on payroll of first party no.2 and he was terminated by the first party no.2. Therefore relationship of employer-employee exists between second party and first party no. 2, therefore, the relief of reinstatement of service is equitable to be granted against the first party no.2 M/s. Industrial Security Service.

11. The second party has in his examination-in-chief stated that he was a land loser as he had given land to ONGC and that time he was given assurance by the ONGC that he will be provided permanent employment in ONGC. The said aspect has not been stated in the statement of claims i.e. in pleadings therefore same cannot be considered, even otherwise second party failed to produced the documentary evidence to establish that he was the land loser and there was a specific condition at the time acquisition of his land. Therefore, the averments regarding land loser cannot be entertained.

12. The reference is decided accordingly. The first party no. 2 M/s. Industrial Security Services is directed to reinstate the second party workman within 60 days from the date of publication of the award.

13. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 21 मार्च, 2018

का.आ. 535.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ऑयल एण्ड नेचुरल गैस कॉरपोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 11/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.03.2018 को प्राप्त हुआ था।

[सं. एल-30012/21/2006-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st March, 2018

S.O. 535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2007) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Oil and Natural Gas Corporation Limited and other and their workman, which was received by the Central Government on 19.03.2018.

[No. L-30012/21/2006-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 07th February, 2018

Reference: (CGITA) No. 11/2007

Old Reference: (ITC) No. 1563/2008

1. The General Manager,
   Oil and Natural Gas Corporation Limited,
   Ankleshwar Project, Ankleshwar (Gujarat)

2. The Director,
   M/s. Industrial Security Services,
   1st Floor, Upal Tower,
   Opp. Umiya Dham, Vaishali Cinema,
   Surat (Gujarat) – 395006 ...First Party

V/s

Usman Haji Yakub Eshap,
Masjid Falia, At-PO. Chanchvel
Ta. Vagra, Bharuch (Gujarat) ...Second Party

For the First Party : Sh. K.V. Gadhia & Sh. M.K. Patel

For the Second Party : Sh. Aris Saiyed

AWARD

The Government of India/ Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/21/2006-IR(M) dated 02.01.2007 referred the dispute for adjudication to the Industrial Tribunal Ahmedabad in respect of the matter specified in the schedule.

SCHEDULE

"*Whether the action of the contractor M/s. Indutrial Security Services, 1st Floor, Upal Tower, Opp. M. Jagdamba Mills, Vaishali Cinema Road, Surat, contractor of ONGC Ltd., Ankleshwar in terminating the services of Sh. Usman Haji Yakub Eshap w.e.f. 1/9/99 without complying section 25 F of the Industrial Disputes Act, 1947 is legal and just? If not, what relief the concerned workman is entitled to?"*

1. After the reference by the Appropriate Government, the tribunal issued notices to the respective parties and in pursuance to the same, parties to the reference appeared before the Tribunal and filed their pleadings. The second party filed the Statement of Claims vide Ex. 8. The ONGC has appeared through its Advocate and filed the Written Statement vide Ex. 9.

2. The second party in his statement of claim Ex. 8 has alleged that he was serving with the first party No.1 but he was on the payroll of first party no. 2 i.e. Industrial Security Services. He had served with the first party from 01.11.1992 to 01.09.1999. He has also alleged that he had worked for more than 240 days in each calendar year. He demanded for appointment letter, I-card, wages slip, leave card etc. but instead of providing these documents, his service were terminated on 01.09.1999 without giving any notice or notice pay as required under the procedure. He has further alleged that he is unemployed since then and has prayed for reinstatement with back wages. The ONGC filed the written statement and denied all the facts stated in the statement of claims and stated that the second party was appointed by the first party no. 2 contractor and his service were terminated by the contractor w.e.f. 01.09.1999, therefore, the ONGC has not been involved with the present dispute and prayed for deletion of its name from the reference. The ONGC further alleged that the second party was deployed by the contractor and terminated by the contractor and hence no relief can be granted against the ONGC. ONGC further alleged that the tribunal cannot go beyond the terms of reference. The terms of reference is against the first party no. 2 only and hence prayed for dismissal of reference.

3. The second party filed his affidavit in place of oral evidence vide Ex-11 wherein he has reiterated the averments made in the statement of claims and stated that he was in the payroll of first party no. 2. His service were terminated orally by first party no. 2 i.e. contractor on 01.09.1999 without giving any notice, notice pay, retrenchment compensation and legal dues. In his cross-examination also, he has admitted that ONGC has not given any appointment letter. The second party has produced documents vide Ex-10 &12. Ex- 10/1 is a certificate given by the first party no. 2, Industrial Security Services. Ex-12/1 is reply filed by the ONGC before ALC(C). Ex-12/2 is notification dated 08.09.1994. Ex-12/3 is a notice given by the union whereas Ex-12/4 & 12/5 is a letter written by collector, Bharuch. Ex-12/6 is a certificate given by the Special Land Acquisition Officer that the land of Yakub Isapbhai was acquired by award dated 30.12.1992.

4. On perusal of the pleading of all the parties, following issues arises.

I. Whether the Second Party workman was having employer -employee relationship with the first party no. 1?

II. Whether the Second Party workman was having employer -employee relationship with the first party no. 2?

III. Whether the second party workman is entitled for the relief sought through the reference?

5. The first party no. 2 did not appear and did not file the written statement and also did not cross examine the second party, therefore, the reference is decided ex-parte in his absence.

6. To prove the case, second party workman Sh. Usman Haji Yakub Eshap was examined who supported the facts narrated in the statement of claims at Exh-8. In cross examination he stated that ONGC had not given any appointment letter to him. He was employed by the first party no. 2 M/s. Industrial Security Service and his service has been terminated by the said contractor w.e.f. 01.09.1999 in violation of Sec. 25F of the Act.

7. The first party no. 1 ONGC denied the employment of the second party workman and second party workman admitted in his examination in chief that he was on payroll of first party no. 2 contractor. His service has been terminated by the said contractor. It is also noteworthy that, unlike his statement of claims, has not proved that he was employed by first party no.1. He has also failed to prove that he worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party no.1 i.e. ONGC and the issue no. I & II decided in the manner that the second party was the employee of the first party no.2 contractor.

8. As the first party no. 2 failed to contest the case by non appearance, even has not filed the written statement. The second party has stated that he was on the payroll of first party no. 2 and his service has been terminated by the first party no.2. The second party has stated that he had worked with the first party no. 2 i.e. contractor and worked for more that 240 days in each calendar year. The first party no.2 has not rebutted it by cross examination of workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of second party was illegal and

unjustified because his service were terminated without giving any notice and paying compensation. The second party workman deserves for reinstatement of his service with first party no. 2 M/s. Industrial Security Services.

9. In following case, Punjab and Haryana High Court 2016 LLR 25 and Delhi High Court 2016(148) FLR 460 held that "In the absence of relationship of Employer- Employee, principal employer cannot be directed by the court to reinstate the employee of the contractor".

10. In the present case, second party has failed to establish the relationship of Employer-Employee between the second party workman and ONGC. Therefore, no relief can be granted against the first party no. 1 ONGC. As regard, first party no. 2 i.e. Industrial Security Services, as per the statement made by the second party on oath that he was on payroll of first party no.2 and he was terminated by the first party no.2. Therefore relationship of employer-employee exists between second party and first party no.2 therefore, the relief of reinstatement of service is equitable to be granted against the first party no.2 M/s. Industrial Security Service.

11. The second party has in his examination-in-chief stated that he was a land loser as he had given land to ONGC and that time he was given assurance by the ONGC that he will be provided permanent employment in ONGC. The said aspect has not been stated in the statement of claims i.e. in pleadings therefore same cannot be considered, even otherwise second party failed to produced the documentary evidence to establish that he was the land loser and there was a specific condition at the time acquisition of his land. Therefore, the averments regarding land loser cannot be entertained.

12. The reference is decided accordingly. The first party no. 2 M/s. Industrial Security Services is directed to reinstate the second party workman within 60 days from the date of publication of the award.

13. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 21 मार्च, 2018

का.आ. 536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ऑयल एण्ड नेचुरल गैस कॉरपोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 12/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.03.2018 को प्राप्त हुआ था।

[सं. एल-30012/22/2006-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st March, 2018

S.O. 536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2007) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Oil and Natural Gas Corporation Limited and other and their workman, which was received by the Central Government on 19.03.2018.

[No. L-30012/22/2006-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 07th February, 2018

Reference: (CGITA) No. 12/2007

Old Reference: (ITC) No. 1564/2008

1. The General Manager,
Oil and Natural Gas Corporation Limited,
Ankleshwar Project, Ankleshwar (Gujarat)

2. The Director,
M/s. Industrial Security Services,
1st Floor, Upal Tower,
Opp. Umiya Dham, Vaishali,
Surat (Gujarat) ...First Party

V/s

Ismail Yakub Umarji,
Umradal Street,
At-PO. Chanchvel, Ta. Vagra,
Bharuch (Gujarat) ...Second Party

For the First Party : Sh. K.V. Gadhia & Sh. M.K. Patel

For the Second Party : Sh. Aris Saiyed

AWARD

The Government of India/ Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/22/2006-IR(M) dated 02.01.2007 referred the dispute for adjudication to the Industrial Tribunal Ahmedabad in respect of the matter specified in the schedule.

SCHEDULE

"*Whether the action of the contractor M/s. Indutrial Security Services, 1st Floor, Upal Tower, Opp. M. Jagdamba Mills, Vaishali Cinema Road, Surat, contractor of ONGC Ltd., Ankleshwar in terminating the services of Sh. Ismail Yakub Umarji w.e.f. 1/9/99 without complying section 25 F of the Industrial Disputes Act, 1947 is legal and just? If not, what relief the concerned workman is entitled to?*"

1. After the reference by the Appropriate Government the tribunal issued notices to the respective parties and in pursuance to the same, parties to the reference appeared before the Tribunal and filed their pleadings. The second party filed the Statement of Claims vide Ex. 8. The ONGC has appeared through its Advocate and filed its Written Statement vide Ex. 9.

2. The second party in his statement of claim Ex. 8 has alleged that he was serving with the first party No.1 but he was on the payroll of first party No. 2 i.e. Industrial Security Services. He had served with the first party from 01.11.1992 to 01.09.1999. He has also alleged that he had worked for more than 240 days in each calendar year. He demanded for appointment letter, I-card, wage slip, leave card etc. from the aforesaid first parties but instead of providing these documents, his service were terminated on 01.09.1999 without giving any notice or notice pay as required under the procedure. He has further alleged that he is unemployed since then and has prayed for reinstatement with back wages. The ONGC filed the written statement and denied all the facts stated in the statement of claims and stated that the second party was appointed by the first party No. 2 contractor and his service were terminated by the contractor w.e.f. 01.09.1999, therefore, the ONGC has not been involved with the present dispute and prayed for deletion of its name from the reference. The ONGC further alleged that the second party was deployed by the contractor and terminated by the contractor and hence no relief can be granted against the ONGC. ONGC further alleged that the tribunal cannot go beyond the terms of reference. The terms of reference is against the first party No. 2 only and hence prayed for dismissal of reference.

3. The second party filed his affidavit in place of oral evidence vide Ex-12 wherein he has reiterated the averments made in the statement of claims and stated that he was in the payroll of first party No. 2. His service were terminated orally by first party No. 2 i.e. contractor on 01.09.1999 without giving any notice, notice pay, retrenchment compensation and legal dues. In his cross-examination also he has admitted that ONGC has not given any appointment letter. The second party has produced documents vide Ex-10 & 13. Ex- 10/1 is a certificate given by the first party No. 2, Industrial Security Services. Ex-13/1 is reply filed by the ONGC before ALC(C). Ex-13/2 is notification dated 08.09.1994. Ex-13/3 is a notice given by the union whereas Ex-13/4 & 13/5 is a letter written by collector, Bharuch. Ex-13/6 is a certificate given by the Dy. Collector that the land of Yakub Umarji was acquired by award dated 27.07.1993.

4. On perusal of the pleading of all the parties, following issues arises.

I. Whether the Second Party workman was having employer -employee relationship with the first party No. 1?

II. Whether the Second Party workman was having employer -employee relationship with the first party No. 2?

III. Whether the second party workman is entitled for the relief sought through the reference?

5. The first party No. 2 did not appear and did not file the written statement and also did not cross-examine the second party, therefore, the reference is decided ex-parte in his absence.

6. To prove the case second party workman Sh. Ismail Yakub Umarji was examined who supported the facts narrated in the statement of claims at Exh-8. In cross-examination he stated that ONGC had not given any appointment letter to him. He was employed by the first party No. 2 M/s. Industrial Security Service and his service has been terminated by the said contractor w.e.f. 01.09.1999 in violation of Sec. 25F of the Act.

7. The first party No. 1 ONGC denied the employment of the second party workman and second party workman admitted in his examination in chief that he was on payroll of first party No. 2 contractor. His service has been terminated by the said contractor. It is also noteworthy that, unlike his statement of claims, has not proved that he was employed by first party No.1. He has also failed to prove that he worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party No.1 i.e. ONGC and the issue No. I & II decided in the manner that the second party was the employee of the first party No.2 contractor.

8. As the first party No. 2 failed to contest the case by non-appearance, even has not filed the written statement. The second party has stated that he was on the payroll of first party No. 2 and his service has been terminated by the first party No.2. The second party has stated that he had worked with the first party No. 2 i.e. contractor and worked for more that 240 days in each calendar year. The first party No.2 has not rebutted it by cross-examination of workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of second party was illegal and unjustified because his service were terminated without giving any notice and paying compensation. The second party workman deserves for reinstatement of his service with first party No. 2 M/s. Industrial Security Services.

9. In following case, Punjab and Haryana High Court 2016 LLR 25 and Delhi High Court 2016(148) FLR 460 held that "In the absence of relationship of Employer- Employee, principal employer cannot be directed by the court to reinstate the employee of the contractor".

10. In the present case, second party has failed to establish the relationship of Employer-Employee between the second party workman and ONGC. Therefore, no relief can be granted against the first party No. 1 ONGC. As regard, first party No. 2 i.e. Industrial Security Services, as per the statement made by the second party on oath that he was on payroll of first party No.2 and he was terminated by the first party No.2. Therefore relationship of employer-employee exists between second party and first party No.2 therefore, the relief of reinstatement of service is equitable to be granted against the first party No.2 M/s. Industrial Security Service.

11. The second party has in his examination in chief stated that he was a land loser as he had given land to ONGC and that time he was given assurance by the ONGC that he will be provided permanent employment in ONGC. The said aspect has not been stated in the statement of claims i.e. in pleadings therefore same cannot be considered, even otherwise second party failed to produced the documentary evidence to establish that he was the land loser and there was a specific condition at the time acquisition of his land. Therefore, the averments regarding land loser cannot be entertained.

12. The reference is decided accordingly. The first party No. 2 M/s. Industrial Security Services is directed to reinstate the second party workman within 60 days from the date of publication of the award.

13. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 21 मार्च, 2018

का.आ. 537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ऑयल एण्ड नेचुरल गैस कॉरपोरेशन लिमिटेड एवं अन्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 13/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.03.2018 को प्राप्त हुआ था।

[सं. एल-30012/25/2006-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st March, 2018

S.O. 537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2007) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Oil and Natural Gas Corporation Limited and other and their workman, which was received by the Central Government on 19.03.2018.

[No. L-30012/25/2006-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 07th February, 2018

Reference: (CGITA) No. 13/2007

Old Reference: (ITC) No. 1565/2008

1. The General Manager,
   Oil and Natural Gas Corporation Limited,
   Ankleshwar Project, Ankleshwar (Gujarat)

2. The Director,
   M/s. Industrial Security Services,
   1st Floor, Upal Tower,
   Opp. Umiya Dham, Vaishali Cinema,
   Surat (Gujarat) ...First Party

V/s

Hanif Yakub Umarji,
Umradal Street, At-PO. Chanchvel, Ta. Vagra,
Bharuch (Gujarat) ...Second Party

For the First Party : Sh. K.V. Gadhia & Sh. M.K. Patel

For the Second Party : Sh. Aris Saiyed

AWARD

The Government of India/ Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/25/2006-IR(M) dated 02.01.2007 referred the dispute for adjudication to the Industrial Tribunal Ahmedabad in respect of the matter specified in the schedule.

SCHEDULE

"*Whether the action of the contractor M/s. Industrial Security Services of ONGC Ltd., Ankleshwar in terminating the services of Sh.Hanif Yakub Umarji w.e.f. 1/9/99 without complying section 25 F of the Industrial Disputes Act, 1947 is legal and just? If not, what relief the concerned workman is entitled to?"*

1. After the reference by the Appropriate Government the tribunal issued notices to the respective parties and in pursuance to the same, parties to the reference appeared before the Tribunal and filed their pleadings. The second party filed the Statement of Claims vide Ex-8. The ONGC has appeared through its Advocate and filed its Written Statement vide Ex. 11.

2. The second party in his statement of claim Ex. 8 has alleged that he was serving with the first party No.1 but he was on the payroll of first party No. 2 i.e. Industrial Security Services. He had served with the first party from 01.11.1992 to 01.09.1999. He has also alleged that he had worked for more than 240 days in each calendar year. He demanded for appointment letter, I-card, wage slip, leave card etc. from the aforesaid first parties but instead of providing these documents, his service were terminated on 01.09.1999 without giving any notice or notice pay as

required under the procedure. He has further alleged that he is unemployed since then and has prayed for reinstatement with back wages. The ONGC filed the written statement and denied all the facts stated in the statement of claims and stated that the second party was appointed by the first party No. 2 contractor and his service were terminated by the contractor w.e.f. 01.09.1999, therefore, the ONGC has not been involved with the present dispute and prayed for deletion of its name from the reference. The ONGC further alleged that the second party was deployed by the contractor and terminated by the contractor and hence no relief can be granted against the ONGC. ONGC further alleged that the tribunal cannot go beyond the terms of reference. The terms of reference is against the first party No. 2 only and hence prayed for dismissal of reference.

3. The second party filed his affidavit in place of oral evidence vide Ex-12 wherein he has reiterated the averments made in the statement of claims and stated that he was in the payroll of first party No. 2. His service were terminated orally by first party No. 2 i.e. contractor on 01.09.1999 without giving any notice, notice pay, retrenchment compensation and legal dues. In his cross-examination also, he has admitted that ONGC has not given any appointment letter. The second party has produced documents vide Ex-10 & 13. Ex- 10/1 is a certificate given by the first party No. 2, Industrial Security Services. Ex-13/1 is reply filed by the ONGC before ALC(C). Ex-13/2 is notification dated 08.09.1994. Ex-13/3 is a notice given by the union whereas Exh.13/4 & 13/5 is a letter written by collector, Bharuch. Ex-13/6 is a certificate given by the Dy. Collector that the land of Yakub Umarji was acquired by award dated 27.07.1993.

4. On perusal of the pleading of all the parties, following issues arises:

I. Whether the Second Party workman was having employer -employee relationship with the first party No. 1?

II. Whether the Second Party workman was having employer -employee relationship with the first party No. 2?

III. Whether the second party workman is entitled for the relief sought through the reference?

5. The first party No. 2 did not appear and did not file the written statement and also did not cross examine the second party, therefore, the reference is decided ex-parte in his absence.

6. To prove the case, second party workman Sh. Hanif Yakub Umarji was examined who supported the facts narrated in the statement of claims at Ex-8. In cross-examination, he stated that ONGC had not given any appointment letter to him. He was employed by the first party No. 2 M/s. Industrial Security Service and his service has been terminated by the said contractor w.e.f. 01.09.1999 in violation of Section 25 F of the Act.

7. The first party No. 1 ONGC denied the employment of the second party workman and second party workman admitted in his examination in chief that he was on payroll of first party No. 2 contractor. His service has been terminated by the said contractor. It is also noteworthy that, unlike his statement of claims, has not proved that he was employed by first party No.1. He has also failed to prove that he worked for more than 240 days in any calendar year. Thus, in the circumstances of the case, no relief can be granted against the first party No.1 i.e. ONGC and the issue No. I & II decided in the manner that the second party was the employee of the first party No.2 contractor.

8. As the first party No. 2 failed to contest the case by non appearance, even has not filed the written statement. The second party has stated that he was on the payroll of first party No. 2 and his service has been terminated by the first party No.2. The second party has stated that he had worked with the first party No. 2 i.e. contractor and worked for more that 240 days in each calendar year. The first party no.2 has not rebutted it by cross-examination of workman or by any other evidence. Thus, the reference may be decided in the terms that the termination of second party was illegal and unjustified because his service were terminated without giving any notice and paying compensation. The second party workman deserves for reinstatement of his service with first party No. 2 M/s. Industrial Security Services.

9. In following case, Punjab and Haryana High Court 2016 LLR 25 and Delhi High Court 2016(148) FLR 460 held that "In the absence of relationship of Employer- Employee, principal employer cannot be directed by the court to reinstate the employee of the contractor".

10. In the present case, second party has failed to establish the relationship of Employer-Employee between the second party workman and ONGC. Therefore, no relief can be granted against the first party No. 1 ONGC. As regard, first party No. 2 i.e. Industrial Security Services, as per the statement made by the second party on oath that he was on payroll of first party No.2 and he was terminated by the first party No.2. Therefore relationship of employer-employee exists between second party and first party No.2 therefore, the relief of reinstatement of service is equitable to be granted against the first party No.2 M/s. Industrial Security Service.

11. The second party has in his examination in chief stated that he was a land loser as he had given land to ONGC and that time he was given assurance by the ONGC that he will be provided permanent employment in ONGC. The said aspect has not been stated in the statement of claims i.e. in pleadings therefore same cannot be considered, even otherwise second party failed to produced the documentary evidence to establish that he was the land loser and there

was a specific condition at the time acquisition of his land. Therefore, the averments regarding land loser cannot be entertained.

12. The reference is decided accordingly. The first party No. 2 M/s. Industrial Security Services is directed to reinstate the second party workman within 60 days from the date of publication of the award.

13. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 21 मार्च, 2018

का.आ. 538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स टाटा केमिकल्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 111/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.03.2018 को प्राप्त हुआ था।

[सं. एल-29012/27/2005-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st March, 2018

S.O. 538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 111/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Tata Chemical Limited and their workman, which was received by the Central Government on 19.03.2018.

[No. L-29012/27/2005-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 12th February, 2018

Reference: (CGITA) No. 111/2005

The General Manager,
Tata Chemical Limited,
Chemical Quarry Office, Ranavav,
Porbandar (Gujarat) …First Party

V/s

1. Smt. Lakhiben Arjan Khuni,
   Nr. RamdevMandir, Station Plot Area,
   Ranavav,
   Porbandar (Gujarat)

2. The District Secretary,
   Bharatiya Mazdoor Sangh,
   Near New Police Line, M.G. Road,
   Porbandar (Gujarat) – 360575 …Second Party

For the First Party : Shri K.H. Patel

For the Second Party : Shri N.H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/27/2005–IR(M) dated 17.11.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of Tata Chemicals Limited, Mines Division, Ranavav in terminating the services of Smt. Lakhiben A. Khunti and placing her in Company's Contractor's roll, since 2003, although she has worked from 02.03.1987 and has completed more than 240 days of service in many years, is legal and justified? If not, what relief the workman concerned is entitled to?"

1. The reference dates back to 17.11.2005. Both the parties submitted their pleadings and the second party also submitted his affidavit Ex. 17 as his examination-in-chief but today on 12.02.2018, the second party work-woman namely Smt. Lakhiben A. Khunti and the first party Tata Chemicals Limited, submitted a compromise/settlement Ex. 23 with a request application Ex. 22 to take up the matter on board today. The terms of the settlement are read over to the parties who were identified by their respective advocates. Both the parties verified the terms of the settlement. Thus the settlement is accepted.

2. The reference is disposed of in terms of the settlement Ex. 23. The settlement Ex. 23 will be the part of the award.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 21 मार्च, 2018

का.आ. 539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स केन्द्रीय भण्डारण निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 49/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.03.2018 को प्राप्त हुआ था।

[सं. एल-42011/3/2015-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st March, 2018

S.O. 539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2015) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Central Warehousing Corporation and their workman, which was received by the Central Government on 19.03.2018.

[No. L-42011/3/2015-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 15th February, 2018

Reference: (CGITA) No. 49/2015

1. The Regional Manager,
Central Warehousing Co., Regional Office,
Near Mahalaxmin Char Rasta, Opp. Unnati Vidhyalay,
Paldi, Ahmedabad (Gujarat)

2. The Director Personnel,
Central Warehousing Corporation, Corporate Office,
4/1, Siri Institutional Area, Augustkranti Marg, Haus Khas,
New Delhi …First Party

V/s

The General Secretary,
Central Warehousing Corporation Employees Union,
G-963, Mahalaxmi Cross Road, Opp. Unnati Vidhyalaya,
Paldi,
Ahmedabad (Gujarat) …Second Party

For the First Party : Shri C.S. Naidu

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42011/3/2015–IR(M) dated 09.06.2015 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of General Secretary, Central Warehousing Corporation Employees Union, Ahmedabad regarding irregularities in framing transfer policy in respect of Class III and IV employees of Regional Manager, Central Warehousing Corporation, Ahmedabad is justified? If yes, then what relief the union/their workmen of CWC will entitled to?"

1. The reference dates back to 09.06.2015. After issuing notice to both the parties, the first party submitted the vakalatpatra Ex. 5 of Shri C.S. Naidu Associates while the notice sent to the second party received as unserved.

2. By perusal of the reference, the second party union has challenged the virus of the transfer policy of the first party Central Warehousing Corporation which does not come within the jurisdiction of this tribunal. The legality or virus of any executive policy can comes within the jurisdiction of the High Court.

3. Thus the reference is disposed of accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 21 मार्च, 2018

का.आ. 540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आई. बी.पी.सी. लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 425/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.03.2018 को प्राप्त हुआ था।

[सं. एल-30012/64/2001-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 21st March, 2018

S.O. 540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 425/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. I.B.P.C. Limited and their workman, which was received by the Central Government on 19.03.2018.

[No. L-30012/64/2001-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 12th February, 2018

Reference: (CGITA) No. 425/2004

The Terminal Manager,
I.B.P.C. Ltd. C/o IOC Ltd.,
Chenpur Village, Sabarmati Terminal,
Ahmedabad (Gujarat) …First Party

V/s

1. Shri Patel Hasmukh Ramanbhai,
   Village Chenpur, Taluka City,
   Ahmedabad
2. Shri Babuji Kalaji Thakore,
   Thakore Vas, Near Nakoda Society,
   Chandkheda, Ahmedabad
3. Shri Patel Arvindbhai Mahipatbhai,
   Village Chenpur, Taluka City,
   Ahmedabad
4. Shri Patel Vinodbhai Vitalbhai,
   Village Chenpur, Taluka City,
   Ahmedabad
5. Shri Anil M. Chauhan,
   55/172, Gujarat Housing Board,
   Durga Chowk,
   Chandkheda, Ahmedabad
6. Shri Ramubhai N. Nayak,
   Kodiyarnagar, Rabarivas, D Cabin,
   Kaligramm,
   Sabarmati, Ahmedabad
7. Shri Bharat B. Chaudhary,
   Veda, Taluka Mansa,
   Mehsana (Gujarat) …Second Party

For the First Party : Shri P.J. Shah

For the Second Party : Shri A.N. Patel

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/64/2001–IR(M) dated 28.11.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of I.B.P.C. Ltd., Ahmedabad in terminating the services of S/Shri (1) Patel Hasmukh Ramanbhai (2) Patel Arvindbhai Mahipatbhai (3)Patel Vinodbhai Vitalbhai (4) Anil M. Chauhan (5) Babuji Kalaji Thakore (6) Ramubhai N. Nayak and (7)Bharat B. Chaudhary, instead of regularisation from the date of employment w.e.f. 01.08.2000 is justified? If not, what relief the concerned workmen are entitled?"

1. The reference dates back to 28.11.2001. The second party submitted the statement of claim Ex. 12 on 09.10.2002 and the first party submitted the written statement Ex. 19 on 29.09.2003. The first party I.B.P.C. Ltd., Ahmedabad

moved an application Ex. 21 raising the preliminary issues on the maintainability of the reference on 22.06.2006 but the second party workmen did not file the objections and have also been absent since last several dates. Fresh notice was also issued to the second party workmen to appear for leading evidence as well as objections as last opportunity on 25.09.2017 but to no result.

2. Thus it appears that second party workmen are not willing to prosecute the case.

3. Thus the reference is disposed of in non-prosecution of the case by the second party workmen with the observation as under: "the action of the management of I.B.P.C. Ltd., Ahmedabad in terminating the services of S/Shri (1) Patel Hasmukh Ramanbhai (2) Patel Arvindbhai Mahipatbhai (3) Patel Vinodbhai Vitalbhai (4) Anil M. Chauhan (5) Babuji Kalaji Thakore (6) Ramubhai N. Nayak and (7)Bharat B. Chaudhary, instead of regularisation from the date of employment w.e.f. 01.08.2000 can be said to be justified."

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मार्च, 2018

का.आ. 541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 31/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.03.2018 को प्राप्त हुआ था।

[सं. एल-41011/57/2015-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th March, 2018

S.O. 541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of South East Central Railway and their workmen, received by the Central Government on 27.03.2018.

[No. L-41011/57/2015-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No._____CGIT/NGP/.31/2015_____

DIARY

Date	Exhibit No.	PROGRESS	
____18____ 03.01.18		**Party No.1** : The Divisional Railway Manager, South East Central Railway, Nagpur Division, Kingsway, Station Road, Nagpur : 440001. **V/s** **Party No.2** : The General Secretary, Parcel Porter Sanghatana, New Mankapur, Plot No. 37, Mhada Colony ke pas, Nagpur- 440030. **ORDER** In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute for adjudication between the management of The Divisional Railway	

		Manager, Central Railway and The General Secretary, Parcel Porter Sanghatana, vide letter **No.L-41011/57/2015-IR(B-I) dated 09.11.2015,** on the following schedule:- **"Whether the action of the management of South East Central Railway, Nagpur to cancel the promotion and reduce the Grade Pay from Rs. 4200/- to Rs. 2800/- in respect of Sh. Purushottam Sitaram Vaidya, Sr. Tech. is just, fair & legal? If not, to what relief the concerned workman is entitled to?"** 2. On receipt of the reference, notices were issued to parties to file claim, and written statement and accordingly the petitioner filed its Statement of claim. Today Advocate Jagdish Ukey filed an application for taking the case on today's board, which is accepted and case is taken for hearing today. Date already fixed on 30.01.2018 is cancelled. Petitioner and his advocate filed an application to withdrawal of the petition and advocate also filed pursis and documents relating to Central Administrative Tribunal. To prove these documents, petitioner was examined because; nobody was appearing on behalf of the management and union. Petitioner in his statement proved all these documents marked as C-1, C-2 and C-3. He also proved statement of claim and signature on the part of A to A. He wants to withdraw this reference because; he filed his claim before the Central Administrative Tribunal. Reason behind withdrawal of this petition is appeared to me as jurisdiction. So, application is allowed. Hence, it is ordered:- **ORDER** **The application for withdrawal of the case is allowed. The case is treated as withdrawn. The application filed by the Party No. 2 for withdrawal of the case is made part of the order. The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.** S.S. GARG, Presiding Officer	

नई दिल्ली, 27 मार्च, 2018

का.आ. 542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ सौराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1125/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.03.2018 को प्राप्त हुआ था।

[सं. एल-12012/153/99-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th March, 2018

S.O. 542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1125/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of Saurashtra and their workman, received by the Central Government on 27.03.2018.

[No. L-12012/153/99-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 12th January, 2018

Reference: (CGITA) No. 1125/2004

1. The Manager,
State Bank of Saurashtra,
Main Branch, Morvi,
Rajkot – 363641

2. The Manage (Law),
State Bank of Saurashtra,
Zonal Office, Swami Vivekanand Road, P.B. No. 7,
Rajkot – 300001 …First Party

V/s

Shri Sanjaya Ochhavlal Kansara,
C/o Shri mahendra R. Kanthia, Nr. Dhebar Chowk,
Haren Village, 2nd Floor,
Rajkot (Gujarat) – 360001 …Second Party

For the First Party : Shri B.B. Gogia

For the Second Party : Shri M.R. Karatiya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/153/99–IR(B-I) dated 06.09.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether Shri Sanjay Ochhavlal Kansar rendered service of more than 240 days in a year and whether the action of the management of State Bank of Saurashtra, Morvi, Rajkot in terminating / discontinuing his services w.e.f. 01.03.1995 is just, valid and legal? If not to what benefits the workman is entitled for and what directions are necessary in the matter?"

1. The reference dates back to 06.09.1999. The second party submitted the statement of claim Ex. 2 on 04.02.2000. Since then the second party workman has been absent. Therefore, a fresh notice Ex. 9 was sent to both the parties on 21.03.2011 to appear on 26.04.2011. In response to the notice, the first party submitted the written statement Ex. 10 on 31.11.2016. Since then the second party was given dates on 31.03.2017, 26.05.2017, 23.06.2017, 08.09.2017 and 10.11.2017 for leading evidence despite his non-appearance on the aforesaid dates.

2. Thus it appears that the second party workman is not willing to prosecute the reference.

3. Thus the reference is disposed of in the absence of the evidence of the second party with the observation as under: "the action of the management of State Bank of Saurashtra, Morvi, Rajkot in terminating / discontinuing his services w.e.f. 01.03.1995 is just, valid and legal."

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मार्च, 2018

का.आ. 543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तरी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 11/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.03.2018 को प्राप्त हुआ था।

[सं. एल-41012/48/2008-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th March, 2018

S.O. 543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workman, received by the Central Government on 27.03.2018.

[No. L-41012/48/2008-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : RAKESH KUMAR, Presiding Officer

I.D. No. 11/2013

Ref.No. L-41012/48/2008-IR(B-I) dated 15.01.2013

BETWEEN :

Sri Rodrick S/o Sri John Filips
C/o Sri D.N. Sharma, Advocate, A-15, Krishnapuram
In the back of Birla Mandir Police Chowki,
Post Gayathri Tapohumi
Mathura (U.P.)

AND

1. The Mandal Rail Prabandhak, Uttar Madhya Railway, Jhansi
2. The Varishth Manshik Chikitsha Adhikari
   Uttar Madhya Railway Hospital,Agra Cantt. (U.P.)
3. The Mandal Rail Prabhandhak
   Uttar Madhya Railway, Agra Cantt.(U.P.)

AWARD

1 By order No. L-41012/48/2008-IR(B-I) dated 15.01.2013 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Rodrick S/o Sri John Filips, Mathura and the Mandal Rail Prabandhak/Varishth Manshik Chikitsha Adhikari/Mandal Rail Prabhandhak Jhansi/Agra Cantt. Uttar Madhya Railway for adjudication.

2. The reference under adjudication is:

"WHETHER THE ACTION OF THE MANAGEMENT OF NORTHERN RAILWAY IN TERMINATING THE SERVICES OF SHRI RODRICK WITHOUT FOLLOWING THE PROVISIONS OF SECTION 25 F OF THE I.D. ACT., 1947 IS LEGAL AND JUSTIFIED?' TO WHAT RELIEF THE WORKMAN IS ENTITLED?"

Later on corrigendum dated 07.05.2013 was also issued by the Govt. of India, New Delhi, which reads as under;

"1. **WHETHER THE ACTION OF MANAGEMENT OF NORTHERN RAILWAY IN NOT EMPLOYING OF SHRI RODRICK S/O SRI JOHN PHILIPS W.E.F. 27.08.1988 IS LEGAL AND JUSTIFIED? IF NOT, TO WHAT RELIEF THE WORKMAN IS ENTITLED TO?"**

2. WHETHER THE ACTION OF THE MANAGEMENT OF NORTHERN RAILWAY (NOW NORTH CENTRAL RAILWAY) NOT ENTERING THE NAME OF WORKMAN IN LIVE CASUAL

LABOUR REGISTER AT THE APPROPRIATE PLACE IN TERMS OF RAILWAY BOARD CIRCULAR IS LEGAL AND JUSTIFIED? TO WHAT RELIEF THE WORKMAN IS ENTITLED?"

3. As per claim statement W-9, the workman has stated in brief that he was initially engaged as Khalasi under PWI(Construction), Central Railway Agra Cantt from 02.02.78 to 18.04.78, he was further re-engaged from 11.02.88 to 18.05.88, under the Executive Engineer, SUR-II, Central Railway, Jabalpur. The workman has alleged that he was re-engaged as Temporary Ambulance Attendant under the Div. Medicial Officer, Central Railway, Agra Cantt., for several durations as given in para 2 of the claim statement. The services rendered by the workman have also been verified by Divisional Medical Officer but he was disengaged after 27.08.88 with assurance that he will be recalled for further engagement as and when required, he has been trying to assertain from the Railway Authorities requesting for his reengagement as per his position in Live Casual Labour Register but he did not get any reply from the authorities.

4. It has further been asserted by the workman that Sri Padam was appointed on daily wages in the year 1988 as Dresser at the Railway Hospital, Agra in place of petitioner and he was regularized and posted at Railway Hospital, Mathura. The workman has quoted government order dated 28.02.2001 issued by the Railway Board regarding absorption of ex casual labourer whose name has been recorded in Live Casual Register prior to 01.01.81. In furtherance of the said circular, letters were issued by the DRM, Jhansi to all Sections and branches asking them to furnish the details of ex casual daily wage employees, the petitioner submitted his application in duplicate with service particulars to Div. Medical Officer, Central Railway, Agra Cantt so as to forward to the DRM, Jhansi, request was further made to the DRM, Jabalpur also and judicial decisions were also referred by him but no response was received by him. Several representations were sent by him to Railway Authorities as well as General Manager, Central Railway, Bombay. On the directions given by GM, Central Railway he again pursued his case to the GM, NCR, Allahabad, letters sent by the petitioner to the Prime Minister and several Railway Authorities have been mentioned in the claim Statement. Several other labourers allegedly junior to the petitioner were reengaged by the authorities as asserted by the workman in para 10 of the claim statement. Legal provisions in support of his assertion, have been given by the petitioner in para 20,21,22 etc. of the claim statement. With the aforesaid averments request has been made by the petitioner to get his name entered at the appropriate place and to get him reengaged immediately since other persons entered in the Live Casual Labour Register are junior to him and they have already been enrolled in the railway services.

5. The management in its written statement M-13, has stated in brief that the petitioner had never been engaged by the competent authority for the alleged period and the so called entries are absolutely forged and fake. It has been stated by the opposite party that the casual labour may only be engaged by the competent authority for day to day working of the railway system. The workman did not work continuously and without any break for a period of 120 days, in one calander year. The alleged verification is fictitious and is not genuine. The opposite party has asserted that in case of casual labour, their services will be deemed to have been terminated when the labourer abstain himself or in the close of the day, the petitioner had never been assured by any authority of the management for his reengagement or recalling, neither the workman had any legal right to request for the availability of the work of casual labour nor it was intended by the management to have further correspondence with him in any manner whatsoever.

6. The opposite party has stressed that the petitioner might have been a daily wager/casual labour, and he does not have any legal right to claim any parity with other casual labour who might have continuously worked for a period of 120 days without any break in one calander year prior to 1981. The workman's case is not covered within the perview of the alleged G.O. for his reengagement or absorption. Moreover DRM, Central Railway has not been impleaded as party in the present case and irrelevant and immaterial assertions have been made by the petitioner. The opposite party has stated that it is not covered within the definition of "Industry" as provided in the I.D. Act. The engagement of any casual labour was possible with the prior personal approval of the GM, therefore the alleged Live Register if any is fake, forged and fraudulent and its entries are imaginary.

7. The opposite party has asserted the provisions of Rule 2004, as contained in Indian Railway Establishment Mannual are in itself explanatory and the case laws referred by the petitioner are not applicable to the present case. It has also been objected by the management that the Jhansi Division of Railway is not impleaded as party and the claim statement is bad and not maintainable. The said circular dt. 28.2.2001 does not apply to the facts of the present dispute. The present dispute is barred by time as per provision of Sub Section 3 f Section 2(A) of the I.D. Act. and this Tribunal has got no jurisdiction to adjudicate the aforesaid dispute. The opposite party has requested to reject the claim statement.

8. The workman has filed rejoinder W-14, with strong denial of the allegations leveled in the written statement, reiterating the pleas taken the claim statement.

9. The workman has filed certain documents as per list W-15.

10. In evidence the petitioner has filed his affidavit W-16 he has been cross examined on behalf of the management. Another witness Sri Virendra Lal has filed affidavit W-20 he has also been cross examined by the management.

11. The opposite party has filed affidavit M-23 of Dr. Sudhir Kumar, Additional CMS, NCR, Agra, He has been cross examined on behalf of the workman.

12. Learned AR for the workman has relied upon the following rulings;

a) 2017 (152) FLR, Gopal vs State of Himanchal & others, page 50 Hon'ble High Court, Himanchal Pradesh

b) 2014(140) FLR, Baba Balak Nath Temple Trust v/s PO, Labour Court, Dharamshala, page 751 Hon'ble Himanchal Pradesh High Court

c) 2017(153) FLR, KR Reddy vs Industrial Tribunal II, page 234, Hon'ble Hyderabad High Court.

13. Learned AR for the opposite party submits that the above Rulings are not applicable to the facts of the present case. Further he relied upon the following citations;

a) AIR 2006 SC, Secretary, State of Karnataka Vs Uma Devi, page 1806

b) (2007)6, SCC, HAL vs Dan Bahadur Singh & others, page 207.

c) (2014)4, SCC, Secretary Govt, School Education Deptt, Chennai Vs. R. Govind page 769.

14. Learned AR for the workman has asserted that the aforesaid citations do not support the stand taken by the management.

15. The petitioner in para 2 of the claim statement W-9 has given details of his alleged engagement in the capacity of Temporary Ambulance Attendant w.e.f. 11.02.88 to 27.8.88, undoubtedly with several breaks in between the periods mentioned therein. In affidavit W-16 the above details have been given in para 4. Without any break, for a period 120 days, continous work has not been shown any where by the workman, it is alleged by the management. The objections raised by the management has not been duly explaned by the petitioner. The workman has filed certain documents as per list W-15. However, those documents have not been admitted by the management except the copy of the order dated 28.09.2012 passed by Hon'ble High Court, Allahabad in WP C 52340/10. The photo copy of so called Service Card which has also been denied in the written statement by the management, has got several cuttings and over writings and the same have not been explained by the petitioner. The alleged non reengagement by the management is violation of the circular issued by the Railway, it has been emphasized by the Learned AR for the workman, and it has been duly replied by the management in its written statement and through the evidence adduced before this Court. The management witness Dr. Sudhir Kumar has specifically replied in para 5 of the affidavit M-23 that no casual Labour Live Register is available in the office of the management because the GM, CR and GM, NCR has not given any written approval for appointment of any so called casual labour, since 1981. The witness Mr. Virendra Lal adduced by the workman has admitted in cross examination that he hss passed only class 3 and he has never seen any Attendance Register of Casual Labour Register.

16. Strong objection has been raised by the Learned AR for the management that no prayer was ever made by the workman for summoning the so called material documents from the office of the Railway administration. This submission made by the management, can not be easily ignored, in the light of the evidence available before this Tribunal. Whether any relief was given to the certain other labourers who were allegedly junior to the petitioner, has not been proved by the workman before this Tribunal through any cogent evidence.

17. After having heard the intellect arguments of both the parties at length, perusal of the record in the light of prouncement of the Hon'ble High Court and Hon'ble Supreme Court, it is inferred that the so called action taken by the management in terminating the alleged services of the petitioner workman Mr Rodric, can not be treated as illegal and unjustified. The alleged violation of Section 25F of the I.D. Act, by the management has not been proved by the petitioner workman. The petitioner workman is not entitled to any relief.

18. Award as above

LUCKNOW
14.03.2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 27 मार्च, 2018

का.आ. 544.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 438/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.03.2018 को प्राप्त हुआ था।

[सं. एल-12012/311/2001-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th March, 2018

S.O. 544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 438/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman, received by the Central Government on 27.03.2018.

[No. L-12012/311/2001-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 12th January, 2018

Reference: (CGITA) No. 438/2004

1. The Chief General Manager,
   State Bank of India,
   Local Head Office, Bhadra,
   Ahmedabad (Gujarat) – 380001

2. The Dy. General Manager,
   State Bank of India,
   Zonal Office, Ambawadi,
   Ahmedabad (Gujarat) – 380001 …First Party

V/s

The Secretary,
Gujarat Rajya Ardgsarjaru Audhyogik Karmachari Sangh,
4, Deeplex Apartment,
1st Floor, Vastrapur,
Ahmedabad (Gujarat) – 380001 …Second Party

For the First Party : Shri B.K. Oza

For the Second Party : Shri R.C. Pathak

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/311/2001–IR(B-I) dated 07.11.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of State Bank of India in not regularising the services of Shri Haresh Kalidas Chudasama is justified? If not, what relief the concerned workman is entitled?"

1. The reference dates back to 07.11.2001. The second party submitted the statement of claim Ex. 6 on 23.07.2003 and the first party submitted the written statement Ex. 7 on 11.11.2003. Since then both the parties were absent, therefore, a fresh notice Ex. 9 was issued to both the parties to appear on 29.06.2011 but after a period of 5 years from 29.06.2011, the advocate for the second party workman Shri Chintan Gohel moved an application Ex. 10 for giving

further time and submitted his vakalatpatra Ex. 11 on 04.10.2016 after a period of 9 months. Thereafter, on 03.01.2017, the workman moved an application to grant time for engaging another lawyer. Therefore, a date was granted to 28.02.2017 to lead his evidence as a last opportunity but the second party workman despite granting time to 28.02.2017 for leading evidence, failed to lead evidence on 12.04.2017 & 03.05.2017 and also failed to appear on further dates i.e. on 03.05.2017, 31.05.2017, 30.06.2017, 08.09.2017 and 10.11.2017.

2. Thus it appears that the second party workman is not willing to prosecute the reference.

3. Thus the reference is disposed of in the absence of the evidence of the second party with the observation as under: "the action of the management of State Bank of India in not regularising the services of Shri Haresh Kalidas Chudasama is justified."

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मार्च, 2018

का.आ. 545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 181/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.03.2018 को प्राप्त हुआ था।

[सं. एल-12012/52/2013-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th March, 2018

S.O. 545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 181/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman, received by the Central Government on 27.03.2018.

[No. L-12012/52/2013-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 12th January, 2018

Reference: (CGITA) No. 181/2013

The Chief Manager,
State Bank of India,
Main Branch, Keshod,
Junagadh – 362220 …First Party

V/s

Shri Jethwa P. Devdas,
201, Kalp – I Apartment, Vasudev Park – 2,
Near Atri Boys Hostel, Zanzarda Road,
Junagadh – 362001 …Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/52/2013–IR(B-I) dated 04.10.2013 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of reinstatement of Shri Jethwa P. Devdas, Cashier-cum-Clerk in State Bank of India (previously State Bank of Saurashtra), Keshod Branch against the order of compulsory retirement passed by competent authority with superannuation benefits is justified? To what relief Shri Jethwa P. Devdas is entitled?"

1. The reference dates back to 04.10.2013. Both the parties were issued notice Ex. 2 and 3 on 11.03.2014 and 16.11.2016 to appear on 27.04.2014 and 02.01.2017respectively. The notice was also served on the second party workman vide acknowledgement Ex. 4 but he did not appear to file statement of claim.

2. Thus it appears that the second party workman is not willing to prosecute the reference.

3. Thus the reference is disposed of in the absence of the statement of claim of the second party with the observation as under: "the demand of reinstatement of Shri Jethwa P. Devdas, Cashier-cum-Clerk in State Bank of India (previously State Bank of Saurashtra), Keshod Branch against the order of compulsory retirement passed by competent authority with superannuation benefits is unjustified."

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मार्च, 2018

का.आ. 546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 58/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.03.2018 को प्राप्त हुआ था।

[सं. एल-12012/66/2007-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th March, 2018

S.O. 546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman, received by the Central Government on 27.03.2018.

[No. L-12012/66/2007-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/58 of 2007

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

STATE BANK OF INDIA

The General Manager,
State Bank of India,
LHO, Synergy, Plot No: C-6, G Block,
Bandra-Kurla Complex, PB No: 8123,
Bandra [E], Mumbai – 400 051.

AND

THEIR WORKMEN

The Dy. General Secretary (Circle),
SBI Staff Union,68/86, Harkoovarbai Bldg.
Pandit Bakhale Path,
Thakurwad Road,
Mumbai – 400 002.

APPEARANCES :

FOR THE EMPLOYER : Mr. M.G. Nadkarni, Advocate

FOR THE WORKMEN : Mr. M.B. Anchan, Advocate

Mumbai, dated the 6th February, 2018.

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/66/2007 – IR (B-I) dated 30.10.2007. The terms of reference given in the schedule are as follows :

"Whether the action of the management of State Bank of India, Mumbai, is justified in removing Shri N.H. Gowari from the services of State Bank of India ? If not, then, what relief the workman is entitled to ?"

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives.

3. Second party workmen filed statement of claim Ex.7. According to the second party workmen, he was suspended from services vide order dt. 23.7.2002 for alleged misconduct of frequently withdrawing money from SB A/c. of Shri P.B. Thakre for forging his signature while working at Gorhe branch during the period from 17.6.99 to 17.10.2001. He was charge sheeted vide charge sheet dt. 25.9.2002 for the above said misconduct and also for preparing duplicate ledger sheet hiding the original sheet and also putting through fraudulent transactions in the customer's account misusing the bank stationery to defraud the bank.

4. According to the concerned workman, he has denied the charges vide his explanation dt. 25.11.2002. Subsequently, the enquiry was held and in the said enquiry he was found guilty of all charges. The copy of enquiry report was given to him and the union has given its explanation to the enquiry report vide letter dt. 11.5.05. He was also served with show cause notice dt. 14.5.05. He submitted his explanation to show cause notice vide letter dt. 8.6.05. However, vide order dt. 25.6.05, he was dismissed from services without notice. He preferred an appeal dt. 19.8.05 to the Appellate Authority. The Appellate Authority rejected his appeal vide order dt. 27.4.06. Union subsequently raised the dispute with the ALC, Mumbai. Since there was no settlement before the conciliation officer, the conciliation officer submitted his failure report to the government. Hence this reference.

5. It is case of the workman that the enquiry held against him is against the principles of natural justice. During the enquiry proceedings held on 19.2.03 he had called following documents from bank for his defence.

(i) Copies of the customer's complaints.

(ii) Copy of original A/c. opening form of Shri Balkrishna Thakre, S.B. A/c. No. 22004.

(iii) Investigation Report on which the charges are framed.

(iv) Branch Manager's Report.

(v) Mr. Mahesh Wagh, Handwriting Expert's Reports and enlarged copies.

The Enquiry Officer did not produce these documents nor Handwriting Expert was produced for cross examination. According to the workmen, he was denied the opportunity to cross examine the management witnesses effectively.

6. It is also case of the concerned workman that the Presenting Officer refused to examine Mr. K.V. Sagar, Clerk working at Gorhe Branch as a witness. The E.O. also rejected his request to produce Mr. Sagar for cross examination. He was denied an opportunity to cross examine Mr. P.R. Choubal, the customer of Gorhe branch, S.B. A/c. No. 22067. He was also denied the opportunity to cross examine the branch Manager Mr. H.S. Pai. He was also denied the

opportunity to cross examine Mr. P.B. Thakre in whose account the workman has allegedly withdrawn the money. His request for production of original A/c. opening form of Shri Balkrishna Thakre was rejected. He was not given copy of Handwriting Expert's Report. As such he had been denied opportunity to defend properly in the said enquiry. Therefore the departmental enquiry held against him is against the principles of natural justice and as such the enquiry is vitiated.

7. It is also case of the concerned workman that the the E.O. simply made statements without analyzing any of the documents or the statement of the prosecution witnesses or the report of Handwriting Expert and as such his findings are perverse.

8. As regards the charge of withdrawing the money fraudulently by the workman, it is his contention that withdrawals were passed by the Branch Manager of Gorhe branch in the capacity of passing officer following the banks procedure. None of the withdrawals have been disputed by the a/c. holder Mr. P.B. Thakre at any point of time. So the question of withdrawing money fraudulently by the workman does not arise.

9. As regards the charge that he has collected money of withdrawals, it is his contention that in normal course for the banking transaction the staff members collected the money of the customer on their request and therefore it is not misconduct. Similarly, the charge that he had collected money of withdrawal slips BE-5, BE-6 & BE-7 is not a misconduct.

10. As regards the second charge of misuse of bank stationery for preparing duplicate sheets and using customer a/c. for fraudulent purposes, it is the case of the union that Ex. BE-1, BE-3 & BE-5 are withdrawal slips of Mr. P.B. Thakre, a/c. holder of S.B. A/c. No. 22004. Shri Thakre had withdrawn the amounts on various dates. These withdrawals are passed by Mr. V.N. Kolekar, PW-2 and then the bank manager of Gorhe branch. Ex. BE-1 is withdrawal slip dt. 17.6.99 which was the first withdrawal after opening of the said a/c. in July 97. The said a/c. became dormant on the date of first withdrawal since there was no transactions for nearly 23 months. Mr. Kolekar had exercised care while passing the first withdrawal from the a/c. after the a/c. had become dormant. He had passed the withdrawal slips BE-1, BE-3 & BE-5 after satisfying himself about the correctness of vouchers as regards to date, amount in words & figures, payees name, drawer's signature etc. Hand writing appearing on these exhibits are of Mr. Gowari. The drawer's signature appearing on these documents are not disputed. Even a/c. holder Mr. Thakre had not disputed these withdrawals and drawer's signature at any point of time. As such the customer was present when the withdrawals were made. Therefore question of defrauding the customer Mr. Thakre does not arise. Mr. Thakre himself had come to the branch on material dates to withdraw the money. Mr. Kolekar had passed the said vouchers for payment so question of forging the signature of Mr. Thakre by the concerned workman does not arise at all.

11. As regards the Ex. BE-6 & BE-7, these are two withdrawals passed by the then bank Manager Mr. Pai. Ex. BE-5 has been passed by Mr. Kolekar. The signatures of the drawers appearing on these two withdrawals are not disputed by Mr. Pai or Mr. Thakre. Mr. Pai had passed withdrawals after verifying the correctness of the vouchers, signatures of the drawers and therefore the charge that the concerned workman has forged the signatures of the drawer on these exhibits is false.

12. As regards the Ex. BE-2, BE-4 & BE-14, these are the pay in slips showing the deposits of the amounts in S.B. A/c. of Mr.Thakre. The workman was asked to perform the clerical work by the bank Manager. He was helping the customers. Even Mr. Thakre has not deposited these credits in his a/c. at any point of time. So the question of withdrawing money by forging signature of Mr. Thakre and then re-depositing the same in his a/c. does not arise.

13. As regards the allegations that concerned workman had parked the accounts of Shri P.K. Choubal and withdrawn amounts from Mr. Thakre's a/c. into Mr. Choubal's a/c., it is the contention of the union that Mr. Choubal has disowned the credit & debit entries of dated 9.10.01, 13.10.01 respectively in his account. The said Mr. Choubal was also not examined during the enquiry proceedings and therefore the allegations in this respect are not proved.

14. As regards the Ex. BE.18, the a/c. opening form of Mr. Thakre obtained on 27.1.94 for opening the TDR A/c. it is the contention of the union that this form has no relevancy in the enquiry. All the withdrawals passed by the prosecution witnesses No. 1 & 2 and the then branch manager of the branch passed withdrawals after verifying the signatures of the drawers and after taking due care. Ex. BE.18 is not pertaining to S.B. A/c. No. 22004 of Shri Thakre. It is thus contention of the union that no fraud has been taken place. The findings arrived by the E.O. are perverse, the departmental enquiry held against the workman is against the principles of natural justice. He is therefore asking to hold that the departmental enquiry held against him is against the principles of natural justice and findings are perverse. Union is therefore asking that the concerned workman be reinstated in service with full back wages and continuity of service.

15. First party bank resisted claim by filing written statement Ex.8 inter-alia contending that Mr. Prakash Thakre deposited Rs.15,000/- with Gorhe branch of the bank for the purpose of keeping it in fixed deposit for the period of 3 years and the branch issued short term deposit receipt of Rs.15,000/- maturing on 27.1.97. On 11.5.94, Mr. Thakre was sanctioned demand loan of Rs.7500/- against short term deposit receipt. On 27.6.94, Mr. Thakre deposited Rs.3000/- in demand loan A/c. No. 2/90/307 on 28.1.97. The part of the maturity proceeds of short term deposit receipts, Rs.6278/- was appropriated by the branch to the demand loan amount and that a/c. was closed. Branch issued the banker's cheque No. 964022 dt. 28.1.97 favouring Mr. Prakash Thakre for remaining amount of Rs.13894/-. On 31.7.97 the said banker's cheque was appropriated by the branch by way of transfer entry to the S.B. A/c. opened by the branch in the name of Mr. Thakre. On 1.10.01 Mr. Thake approached the bank and enquired the branch Manager about the proceeds of the fix deposit with the branch. He again approached the branch manager on 9.10.01. Since the concerned clerk was on leave the branch manager called the concerned workman Shri Gowari and asked him about the details of F.Ds kept by Mr. Thakre with the branch. On 10.10.01, branch manager went through the transactions in the said S.B. A/c. of Mr. Thake and found number of irregularities in the said a/c. including mis-appropriation of money committed by the concerned workman. On 12.10.01 the workman has also admitted his guilt and informed the branch manager that he had made provisions of Rs.10,000/- for crediting it to the S.B. A/c. of Mr. Thakre. The concerned workman informed the branch manager that he had temporarily parked Rs.10,000/- in the S.B. A/c. No. 22067 of another customer in the said ledger and he prepared the duplicate ledger sheet pertaining to the S.B. A/c. No. 22004 of Mr. Thakre. Thereafter the bank manager sought explanation from the workman vide Memorandum dt. 13.10.01 issued by him. The workman submitted response to the said letter and confessed that he withdrew money from S.B. A/c. No. 22004 as he was in need of money due to some domestic problems. The concerned workman also admitted to replace the original ledger sheets with the duplicate ledger sheets prepared by him and also admitted that he had parked money in some other a/c.

16. It is the case of the first party that the enquiry was conducted into the charges framed against the workman by following principles of natural justice and by affording adequate opportunity to defend him. The workman availed the services of Mr. Jagdish D. Shringarpure as his defence counsel. He also examined one witness and filed two documents. E.O. submitted his report and held that all the charges framed against the workman are proved. The copy of E.O.'s report was forwarded to the workman and he was asked to submit his representation. The defence counsel submitted representation in respect of findings recorded by the E.O. The disciplinary authority after carefully examining the E.O.'s report recorded his observations vide Memorandum dt. 14.5.05 in which he concurred with the findings of the E.O. Considering the gravity of charges proved, the disciplinary authority decided to impose on the workman the penalty of dismissal without notice from the bank service by way of punishment in terms of clause 6 (a) of Memorandum of settlement dt. 10.4.02. Show cause notice was given to the concerned workman and he was advised that he would be eligible for personal hearing with the disciplinary authority. The concerned workman submitted his reply. He also availed personal hearing granted to him by disciplinary authority on 10.6.05. After independently and carefully considering the enquiry proceedings, findings recorded by E.O., records and submissions made during personal hearing and after applying his mind, disciplinary authority passed the final order and confirmed the penalty tentatively proposed by him vide memorandum dt. 14.5.05.

17. It is then case of the first party that there was no question of furnishing copies of the complaints from the customer to the workman since Mr. Thakre had no correspondence with the bank. The A/cs. opening form relating to a/c. of Mr. Thakre was not on record and hence fresh a/c. opening form was obtained on 9.10.01 and therefore there was no question of giving the document to the concerned workman which was not in existence on the bank record. The investigation report, the branch manager's report are considered as privilege documents and therefore copies thereof were not given to the concerned workman. No prejudice is caused by not providing these documents to the concerned workman during the course of enquiry since the branch manager's report was not relied upon to establish the charges against the workman.

18. It is also the case of the first party that hand writing expert did not want to part with enlarged copies of documents referred to in his report and therefore there was no question to supply the enlarged copies of the documents demanded by the concerned workman since it was not under the control of the bank. Shri Sagar was transferred from Gorhe branch to Hyderabad circle and he was not available to give his evidence. Mr. Sagar was not examined as witness, there was no question of cross examination of Mr. Sagar by concerned workman. Similarly, Shri Choubal was not produced as witness by the Presenting officer and therefore there was no question of cross examination of Mr. Choubal. Even the defence did not make attempt to call Mr. Choubal as his witness. Mr. Thakre was also not called by the P.O. as bank's witness and therefore calling Mr. Thakre for cross examination did not arise. Even the concerned workman has not called Mr. Thakre as defence witness. Since the S.B. A/c. of Mr. Thakre was not opened as per the prescribed procedure and it was not on branch's record therefore there was no question of producing the same in the course of enquiry. It is thus contention of the bank that the findings of the E.O. are not perverse. E.O. has duly considered all the oral & documentary evidences before arriving at his findings. The enquiry held into the charges

framed against the concerned workman was fair & proper. The first party has thus sought the dismissal of the reference.

19. Following issues are framed at Ex.9. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the inquiry fair and proper & whether the findings of the enquiry officer are just & proper ?	Yes
2.	If yes, whether the punishment of removing Shri N.H. Gowari from the services of SBI is shockingly disproportionate ?	No
3.	Whether the workman is entitled to any relief ?	No
4.	What order ?	As per final order

REASONS

Issue No. 1.

20. At the first brush, I would observe that the affidavit of evidence filed by the workman Ex.28 cannot be read as evidence as the workman remained absent on the dates fixed for his cross-examination. He has not subjected himself for cross-examination inspite of opportunity was given to him. On the contrary management has filed affidavit of its witness namely Mr. Prabhakar Kamble who was working as a bank manager in SBI Shahapur branch. The concerned workman remained absent for cross-examining the said witness of the management and there was no cross-examination of this witness on behalf of workman. In the light of this position it can be said that the workman has utterly failed to dis-charge the burden cast on him.

21. In order to see whether the enquiry has been held properly, it will have to appreciate whether the employee has been informed clearly the charges leveled against him, whether the witnesses are examined ordinarily in presence of employee in respect of charges, whether the employee is given fair opportunity to cross-examine the witnesses, whether he is given fair opportunity to examine himself including witnesses in his defence and whether the E.O. records his findings with the reasons for the same in his report. If these requirements are satisfied then it can be said that the principles of natural justice has been followed.

22. So far the enquiry as against the concerned workman is concerned, on going through the enquiry proceedings, it appears that the workman was permitted to be defended by Shri J.D. Shringharpure as defence counsel appointed by him. The charges against the workman in the charge sheet dt. 25.9.2002 were explained to him in Marathi by the E.O. and the workman accepted that he understood the charges. This is clear from the proceedings of the enquiry held on 25.11.2002 which are at pg. 10 of Ex.10. Then it appears that at the specific demand of the defence counsel verification of the documents submitted by the P.O. was done and it is clear from the proceedings of enquiry held on 25.11.2002 which are at pg. 11 of Ex.10. The witnesses produced by the P.O. were examined in presence of workman / defence counsel and his defence counsel was given fair opportunity to cross-examine these witnesses. This is clear from pg. 24 to 58 of Ex.10. The workman was permitted to examine his witnesses including himself in his defence and therefore it can be said that the requirements of fair enquiry were scrupulously followed in the enquiry held against him into the charges leveled against him.

23. So far the contention of the concerned workman about not furnishing the copies of complaints of customers, it can be said that Shri Pai, 1st witness examined on behalf of the bank has deposed during the course of his deposition that he was not aware whether Shri P.B. Thakre had lodged the complaint who was the holder of S.B. A/c. No. 22004. There was no correspondence between the bank and Shri Thakre and as per his evidence the confirmation of Mr. Choubal for withdrawal of Rs.10,000/- frequently parked in his S.B. A/c. was obtained orally. Under these circumstances, there was no question of furnishing copies of complaints from the customers to the concerned workman.

24. So far the contention of the concerned workman that the copy of original a/c. opening form obtained to S.B. A/c. No. 22004 of Mr. Thakre was not produced, it can be seen from the testimony of MW-1 that a/c. opening form relating to the said a/c. was not on record and hence he obtained fresh a/c. opening form on 9.10.01. It is in that circumstances there was no question of providing copy of original a/c. opening form pertaining to S.B. A/c. No. 22004 to the concerned workman.

25. As regards the contention of the concerned workman that he was not furnished the copies of investigation report as also branch manager's report, it can be said that both these documents are considered by the bank as privilege documents and then both these documents were not relied upon by the management in proving the charges framed against him. When the documents were not relied upon by the management itself then there was no question of providing those documents to the concerned workman.

26. As regards the contention of the concerned workman that enlarged copies of the documents used by the hand writing expert were not supplied to him. Again the same findings holds good and it can be said that the hand writing expert did not want to part with the enlarged photos of the documents referred to in his report but then hand writing expert was prepared to show enlarged photos of the documents to concerned workman in his office. Obviously therefore it was not under the control of the bank to supply these copies of enlarged photos of the documents to the concerned workman since those documents were not produced during the enquiry.

27. It is also the contention of the concerned workman that he was denied the opportunity to cross examine Shri KV Sagar. But then it can be seen from the enquiry proceedings that this witness was not examined by the bank as its witness during the enquiry therefore there was no question of his cross-examination by the concerned workman. If he would have been called as a witness and then if the opportunity would not have been given to cross-examine him then this contention would have some base. But then it was not possible for the bank to examine him since he was transferred from Gorhe branch to Hyderabad circle and then he was not available to give his evidence at the enquiry.

28. Same can be said about the contention of the concerned workman that he was denied opportunity to cross-examine Mr. Choubal. It has come on record that Mr. Choubal was not produced as witness by the bank and therefore there was no question of his cross examination by the workman. In that event if the concerned workman wanted to examine him, then it was for the concerned workman to call him as witness. But then there is nothing on record to indicate that the concerned workman had made attempts to call Mr. Choubal and Mr. Sagar as witnesses in his defence.

29. As a matter of fact, the report of hand writing expert was furnished to the workman and hence no prejudice has been caused to the workman merely because hand writing expert report was received after issuance of charge sheet. The fact remains that hand writing expert report is corroborated by the other evidence since the other witnesses which are examined have identified the signature of the concerned workman on these documents.

30. On going through the enquiry proceedings, it appears that evidence has been brought on record during the course of enquiry that the workman received the payment in respect of withdrawals effected by BR-1, BR-3 & BR-5 and the concerned workman prepared duplicate sheet pertaining to S.B. A/c. No. 22004 of Shri Thakre. Then the concerned workman had withdrawn the amount which was parked in S.B. A/c. of Shri Choubal in the same ledger. That sort of evidence has been relied upon by the E.O. who referred to the documentary & oral evidence and came to the conclusion that the charges as leveled against the concerned workman are proved.

31. It appears that during the course of enquiry proceedings of dt. 26.3.04 the question was put to bank's witness No.2 as to whether he agrees that as a passing officer he must have passed withdrawals after verifying its correctness as regards the date, amount in words & figures, name of payee, drawers signature and endorsement etc., he answered by saying 'yes' to a great extent. That does not mean that the charges relating to the concerned workman are dis-proved.

32. So far as evidence that has come during the course of enquiry, it can be seen that MW-1 came to Gorhe branch as Branch manager in the second week of June 2001 and BR-5 which is dt. 7.8.01 was passed by him and not by Witness No.2 of the bank since he was not branch manager prior to posting of witness No.1 in the bank as manager of Gorhe branch. This was also considered at the time of preparing report by the E.O. along with deposition of PW-1 who stated during the course of enquiry that he has passed the withdrawal forms BR-6 & BR-7 after verifying the correctness of vouchers but then it was considered that the relative a/c. opening form and specimen signature sheet were not there at the point of time when BR-6 & BR-7 are passed by him.

33. On going through the enquiry proceedings, it appears that the workman admitted his misconduct on two occasions. In his letter dt. 13.9.01 which was submitted by concerned workman in response to the memorandum issued to him. There is admission of misconduct by him. In the second admission of the concerned workman in the form of statement in writing dt. 15.5.02 which was given in response to letter dt. 3.5.02. In respect of these letters, it is contention of the concerned workman that these letters were taken from him in duress but there is no evidence to show the circumstances that he was forced to give these letters when infact he himself in his reply to the memorandum has given these letters mentioning therein that he admits the charges framed against him. If it is the case of the concerned workman that these admissions were obtained under duress then it was for him to retract from these admissions within the reasonable time. There is no evidence to show in what circumstances he was forced to give these letters. On the contrary it appears that letter was written by the concerned workman and there is nothing on record to show that the concerned workman has complained to the higher authorities of the bank for obtaining of these letters from him under duress. It is in that circumstances if the concerned workman admits during the enquiry the charges framed against him and then that is the piece of evidence to come to the conclusion that he has committed misconduct.

34. In the context hand can be led on the decision in case of B. Venkateshwarlu V/S. Nagarjun Grahmin Bank and Anr. – 1995 – II LLJ 492. In para 7 of the judgment it has been observed that in disciplinary proceedings if the delinquent admits the charges framed against him and makes unconditional and unqualified confession then there is nothing more to be done by way of enquiry and it cannot be argued that the procedure of departmental enquiry should have been applied notwithstanding such admission or confession. When admission made by the delinquent shows that he had committed misconduct then the question of violation of principles of natural justice cannot have any relevance.

35. In para 9 of the judgment it has been observed that such admission carries an inherent evidentiary value of its own and is substantive evidence.

36. Considering all these facts, I find that the report of the E.O. is based on evidence. I also find that the enquiry as is held against the concerned workman is fair & proper and sufficient opportunity was given to him to defend himself. In view of that Issue No. 1 is answered in affirmative.

Issue No. 2.

37. Now as regards the quantum of punishment imposed on concerned workman, it can be said that the charges proved against him are serious in nature and obvious result of the charges being proved is that of complete loss of confidence of the bank in him.

38. In the decision in case of Regional Manager, U.P. State Road Transport Corpn., Itawah and Anr. V/S. Hotilal & Anr. – 2003 (3) SSC 605, it has been observed that

"If the charged employee holds a position of trust where honesty and integrity are in-built requirements of functioning, it would not be proper to deal with the matter leniently. Misconduct in such cases has to be dealt with iron hands. Where the person deals with public money or is engaged in financial transactions or acts in an fiduciary capacity, the highest degree of integrity and trustworthiness is a must and unexceptionable."

39. In view of this legal position there cannot be an exercise of the power u/s. 11A of I.D. Act and therefore the concerned workman is not entitled to any relief. Consequently Issue No.2 is answered in the negative.

Issue Nos. 3 & 4.

40. In view of my findings to the above issues, workman is not entitled to any relief. Hence the reference is liable to be rejected. Thus the order.

ORDER

Reference is rejected with no order as to costs.

Date: 06.02.2018

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 27 मार्च, 2018

का.आ. 547.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईस्ट कोस्ट रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 24/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.03.2018 को प्राप्त हुआ था।

[सं. एल-41011/34/2010-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th March, 2018

S.O. 547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of East Coast Railway and their workman, received by the Central Government on 27.03.2018.

[No. L-41011/34/2010-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 24/2011

Date of Passing Award – 29th January, 2018

Between:

The Divisional Railway Manager (Mech.),
East Coast Railways Khurda Road,
Po. Jatni, Dist. Khurdha (Orissa) …1st Party-Management

(And)

The Divisional Secretary,
All India Loco Running Staff Association,
Khurda Road Division, East Coast Railway,
Raja Bazar, Po. Jatni, Dist. Khurda, (Orissa) …2nd Party-Union

Appearances:

Shri S.K. Mohanty, Chief Loco Inspector … For the 1st Party-Management

Shri J. Dandapat … For the 2nd Party-Union

AWARD

The Government of India in the Ministry of Labour in exercising its authority as provided by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (herein-after referred to as "The Act") vide its letter No. L-41011/34/2010-IR (B-I), dated 05.04.2011 have referred an industrial dispute between the Management of East Coast Railways and their workmen espoused through All India Loco Running Staff Association with the following schedule.

> "Whether the demand of the Union for providing minimum amenities like schooling, medical and rly. Accommodation of changing pilots specifically for newly created crew bases is legal and justified? To what relief the members of Union are entitled?"
>
> "Whether the demand of the Union to set up a permanent hospital facilities at Talcher for use of the Railway Loco Pilots, is legal and justified? To what relief the Union is entitled?"

2. The claim of the 2nd party-Union as revealed from its statement of claim is that the erstwhile South Eastern Railway having its Headquarters at Calcutta was trifurcated resulting in establishment of East Coast Railways with its headquarter at Khurda Road Division. Initially there were only five number of crew bases at Khurda Road, Bhadrak, Talcher, Cuttack and Palasa for 700 to 800 loco crews under the then Khurda Road Sub-Division before such trifurcation. After establishment of South East Coast Railway Division and expansion of railway tracks and routes the number of loco crews have increased up to 2000 in the Division and four new crew bases at Jhakapura, Angul, Keonjhargada and Paradip have been created. According to the 2nd party-Union the new crew bases are not having minimum infrastructure facilities and other amenities like quarters, medical treatment facilities and school for which loco pilots and other safety related staffs and their family members find it difficult to avail the above facilities. It is the case of the 2nd party-Union that the newly created bases are far away from the civil township area for which the loco pilots and other staffs are facing difficulties to get rented accommodations nearer to their office point. In absence of amenities of school and medical facility the children of the staffs staying nearby the crew bases are not getting education facilities. As medical dispensary and hospital are yet to be established in the above bases as a result of which the staffs and their family members are deprived of getting proper and cost effective medical treatment. Hence, prayer has been made for directing the Railway Management for making provision of 100% amenities of schooling medical and accommodation in those newly created bases and a hospital at Talcher.

3. Challenging the maintainability of the reference the 1st Party-Management has resisted the claim of the Union taking a stand that its staffs are provided all minimum facilities or allowances towards such facilities without any term and condition of service in that regard. According to it, infrastructure and amenities for the above purposes cannot be

provided in every station under the division as the Management is not in a financial position to raise hospitals/dispensaries and schools in every station for a few number of staffs. Quarters are being constructed in phase-wise in the stations to accommodate its staffs and in absence of sufficient number of quarters the staffs are paid house rent allowances. They are also provided with children education allowance and medical reimbursement facility. Further, it has been claimed that there being no industrial dispute between the employer and employee and the 2nd party-Union not being a recognized Union, the reference is not maintainable in the eye of law.

4. Taking into consideration of the pleadings of the parties the following issues have been settled for adjudication of the dispute between the parties.

ISSUES

1. Whether the reference is maintainable under the I.D. Act?
2. Whether the demand of the Union for providing minimum amenities like schooling, medical and rly. Accommodation of changing pilots specifically for newly created crew bases is legal and justified?
3. Whether the demand of the Union to set up a permanent hospital facilities at Talcher for use of the Railway Loco Pilots, is legal and justified?
4. To what relief the Union is entitled?

5. In order to support their respective stand the parties have examined one witnesses each.

6. First coming to the issue of maintainability it is the stand of the Management that the 2nd party-Union is not a recognized one and as such, it has no locostandi to raise any dispute for the workmen employed under the Management. But, there is no serious dispute to the claim of the 2nd party that it is a registered Union and it is affiliated to All India REC (AIREC) in view of the oral evidence of W.W.-1 being remained uncontroverted and un-challenged by the Management. Law is well settled that no recognition by the employer is required for raising an industrial dispute. There is nothing in the Act requiring that the dispute or difference should be raised by all the workmen of the industry, or by everyone of them or even by a majority of them. There is also nothing in the Act to require that the Union raising the controversy should be formed by a majority of the employees. If the controversy affects the interest of workmen as a class, the dispute being an industrial dispute should be decided in one of the modes provided in the Act. As it appears from the terms of reference that the dispute raised by the 2nd party-Union relates to conditions of service like provision of accommodation, medical attendance and facility of education to the children of the employees of the Management further, the Union seems to be union of workmen of the Management-establishment. In the above back-drops the objection raised by the Management on the maintainability of the reference on account of the dispute not being raised by a recognized Union has no substantial force and accordingly the said objection stands rejected.

7. Coming to the merit and legality of the dispute it is seen from the pleadings advanced by the Union in its statement of claim and oral evidence adduced by W.W.-1 that demand has been raised by the Union for making provisions of quarters at crew bases to provide accommodations to loco-pilots and their families as they find difficulty in getting rented accommodation in such places of crew bases located in rural areas. Similarly, due to want of school facility and medical dispensary/hospital the workmen and their family members are stated to have been deprived of such facilities. But, it is emerging from the pleadings and evidence of the parties that provision of house rent allowance is extended to the workmen/employees who were not provided with official accommodations. Similarly, the medical reimbursement facility is extended to the workmen and to their families. There is no evidence to show that no government school facility or medical dispensary is available nearby the crew bases. That apart, it is seen from the pleadings and evidence of the parties that loco pilots numbering less than 100 are having their bases in the newly created crew bases. Neither it is shown that at the time of appointment any promise was made to provide above facilities in each place of posting nor there is any settlement/agreement between the employer and employees that the Management is duty bound to provide 100% accommodations to its employees in the places of their working or it is bound to establish hospital or dispensary and schools in those places for the benefit of the family members of the workmen. In the case of State of Karnataka and another –versus- Vivekananda Swamy, 2008 (2) LLN 776 (SC) it has been held by the Hon'ble Apex Court :

> ...."No State or any country can have unlimited resources to spend on any of its project. That is why it only approves its projects to the extent it is feasible. The same holds good for providing medical facilities to its citizen including its employees. Provision of facilities cannot be unlimited. It has to be extent that finance permit. If no scale or rate is fixed then in case private clinics or hospitals increase their rate to exorbitant scales, the State would not be bound to reimburse the same. Hence, we come to the conclusion that principle of fixation of rate and scale under this new policy is justified and cannot be held to be violative of Article 21 of the Article 47 of the Constitution of India."

In the above backdrops the Management cannot be compelled to make huge investment required for the purpose of running dispensary/hospital and school in isolated places or bases where a few number of employees are being posted. On the other hand it is emerging that the Management has made arrangement with the Mahanadi Coal Fields Limited for extending medical facilities to its employees in the hospital at Talcher established and run by Mahanadi Coal Fields Limited. On a mere apprehension that the MCL may likely withdraw the above facility cannot be said to be a sufficient reason for directing the Management to establish and run its own hospital at Talcher more particularly, when a service condition is there for medical reimbursement. In view of alternate arrangement of house rent allowance, medical reimbursement and children education allowance being extended to the employees and the discussion made in the above paras the Management cannot be directed or said to be duty bound to provide 100% accommodations to its staffs in the newly established crew bases or to make provisions of hospital/dispensary and school in those places. The demands raised in the above regard do not also appear to be feasible as school or hospital cannot be established for a few number of employees in each place where the staff/workmen of the Management are posted. Hence, the demand/dispute raised by the Union is not legally tenable. However, the Management is at liberty to look into the genuine grievance of its workmen and to take suitable action in the matter.

8. The reference is answered in negation and accordingly disposed of.

Dictated & Corrected by me.

B. C. RATH, Presiding officer

नई दिल्ली, 27 मार्च, 2018

का.आ. 548.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्व रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 45/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.03.2018 को प्राप्त हुआ था।

[सं. एल-41012/83/2007-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th March, 2018

S.O. 548.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of North East Railway and their workman, received by the Central Government on 27.03.2018.

[No. L-41012/83/2007-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : RAKESH KUMAR, Presiding Officer

I.D. No. 45/2007

Ref.No. L-41012/83/2007-IR(B-I) dated 10.09.2007

BETWEEN :

Mandal Sanghtan Mantri
Purvottar Railway Shramik Sangh,
283/63 KH(B), Ghari Kanora, Premvati Nagar
PO: Manak Nagar
Lucknow-06

AND

1. Sr.D. P.O., NE. Railway,
Office of DRM,
Lucknow

AWARD

1. By order No. L-41012/83/2007-IR(B-I) dated 10.09.2007 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Mandal Sanghtan Mantri, Purvottar Railway Shramik Sangh, Lucknow and the Sr.D.P.O, NER, Lucknow for adjudication.

2. The reference under adjudication is:

"WHETHER THE ACTION OF THE MANAGEMENT OF NORTH EAST RAILWAY IN NOT ADJUSTING SERVICES OF SHRI RAMBALI S/O BHIKHA, GREASER AND NON PAYMENT OF WAGES FROM JULY 1993 TO OCTOER 94 TO HIM IS LEGAL, JUST AND FAIR? IF NOT, TO WHAT RELIEF THE WORKMAN CONCERNED IS ENTITLED?"

3. As per the claim statement A-4 the workman has stated in brief that he was posted as Greaser, under the administration of Loco Shed, NER, Lucknow but after closure of the Shed he was declared as surplus employee vide order No. 281 and through another letter dated 12.11.93 was sent to the Badshah Nagar Hospital for his medical examination. The employee was declared medically fit in A-2 category. The petitioner has asserted that although medically fit and existing vacancy for the post of Cabin Man, he was not adjusted, several applications were sent by him for his adjustment and payment of salary, even then no orders were passed.

4. It has further been stated that in compliance of GM's letter dated 31.10.94 and DRM's letter dated 1.11.94, the petitioner was adjusted under Diesel Lobby Incharge, NER on 30.06.93 but his salary w.e.f. July 93 to Oct.94 has not yet been paid, which is against Railway Rules and also violative of the I.D. Act., The petitioner is said to have been retired on 31.07.2005. With the aforesaid pleadings request has been made for adjustment of petitioner's salary w.e.f. July 93 to Oct.94 alongwith interest and cost of litigation etc.

5. Several documents have been filed as per list C-5 by the workman.

6. The opposite party has filed written statement M-10 mentioning therein that medical examination of any workman can be conducted by the management any time but the administration is not bound by it for the adjustment of the concerned employee. Moreover, since there was no vacancy for the post of Cabin Man, therefore the employee could not be adjusted on the said post and in this regard the management vide its letter dated 08.12.95 has informed the petitioner. However, the workman was transferred from Charbagh, Lucknow Shed to Gorakhpur shed vide transfer order dated 14.06.93 but he did not join there and abstained himself unauthorizedly from July 93 to Oct.94 therefore no salary was paid to him for the said period, neither any arrear is due to him. In this regard the DRM office has sent information to the petitioner vide letter dated 08.12.95. The opposite party has asserted that the claim statement has been filed out of misconception and after concealing the material facts. Request has been made to reject the claim statement.

7. While strongly denying the allegations leveled in the written statement, rejoinder W-11 has been filed by the workman, reiterating the facts mentioned in the claim statement. The workman has further stated that the post of Cabin Man was lying vacant in the year 93-94 which is evident from the letter dated 12.11.93, medical examination memo has been accepted by the management in its written statement.

8. The management has filed certain documents as per list M-12.

9. The workman has filed his affidavit W-13 in evidence. He has been cross examined on behalf of the management.

10. The management has filed affidavit of Sri OP Sharma, Sr. Clerk in its evidence. He has been cross examined on behalf of the workman.

11. Arguments of both the parties have been heard at length and record has been perused thoroughly.

12. The main contention of the workman is that although medically fit and vacancy being available he was not adjusted on the post of Cabin Man and further his salary was unauthorizedly withheld by the management w.e.f. 01.07.93 to Oct.94. The management has strongly refuted the assertion of the workman, and has submitted that mere being medically fit, does not entitle any employee for adjustment on the post of Cabin man since no such vacancy existed on the relevant point of time. The opposite party has asserted that the workman has not complied with his transfer order to Gorakhpur and willingly abstained himself from July 93 to Oct.94. Therefore no salary was paid to him for the period of unauthorized absence.

13. The workman in his cross examination has admitted that he was transferred to Gorakhpur but he did not join there. He has further explained that no order was received by him. This explanation is unbelievable that written communication regarding workman's transfer was not provided to him. The workman has further elaborated regarding

his absence that the DRM had directed him to sign on the Attendance Register which is kept in the confidential department, from July 93 to Oct.94. This material fact has no where been mentioned in the claim statement. The workman has asserted in the cross examination since he did not have any evidence, therefore the aforesaid fact was not mentioned in the claim statement. Regarding his absence from July 93 to Oct.94 the petitioner has claimed to have submitted oral information. No information in writing, neither through post was sent by the workman. He himself has admitted this fact in para 3 of his cross examination.

14. The management witness Sri OP Sharma has been comprehensively cross examined on behalf of the workman. Paper no. 5/4 to 5/6 have not been received in the management office, as per the statement given by the witness Sri O.P. Sharma.

15. The workman has referred 2011 (128); FLR, J.K. Singh Vs State of Bihar, page 488 Hon'ble Patna High Court and order dt. 23.4.2001 passed by CAT Lucknow in O.A. No. 177/94. Learned AR for the management submits that these prouncements do not support the case of the petitioner.

16. Since admittedly the petitioner has not complied with the transfer order issued by the management, and did not join at his new place of posting, neither any written communication was sent by him for his absence w.e.f. July 93 to Oct.94, request for payment of salary for the said period can not be legally justified.

17. After having heard both the parties at length, and perusal of the record available before the court, it is inferred that non payment of wages w.e.f. July 93 to Oct.94 to the petitioner Sri Ram Bali, Greaser can not be treated as illegal, unjust and unfair. The petitioner is not entitled to any relief.

18. Award as above.

LUCKNOW
16.02.2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 27 मार्च, 2018

का.आ. 549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्वी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 99/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.03.2018 को प्राप्त हुआ था।

[सं. एल-41011/13/2006-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th March, 2018

S.O. 549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 99/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the management of Eastern Railway and their workman, received by the Central Government on 27.03.2018.

[No. L-41011/13/2006-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT : Shri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 99 OF 2006

PARTIES :

The management of D.R.M., Eastern Railway, Asansol Division

Vs.

Eastern Railway Quasi Employees Union, Asansol

REPRESENTATIVES :

For the management : Shri Sisir Kumar Mukherjee, Learned Advocate

For the union (Workman) : Shri Rajendra Vijay Kumar Singh Bhati, Learned Union Representative

Industry : Railway State : West Bengal

Dated: 13.02.2018

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter **NO. L-41011/13/2006–IR (B-I)** dated 19.12.2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the following demands of the Eastern Railway Quasi Employees Union, Asansol raised against the management of D.R.M., Eastern Railway, Asansol Division are proper and justified – (1) For treating the Asansol Railway Men's Co-operative Store Ltd. As non-statutory recognised Canteen; (2) For treating the lock-out of Asansol Railway Men's Co-operative Store Ltd. As illegal and (3) Non absorbing /regularizating the services of the employees engaged by Asansol Railway Men's Co-operative Store Limited. If so, what relief the concerned applicant/union is entitled to ?"

1. Having received the Order **NO. L-41011/13/2006–IR (B-I)** dated 19.12.2006 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference Case No. **99 of 2006** was registered on 26.12.2006. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.

2. Shri Rajendra Vijay Kumar Singh Bhati, Vice President of Eastern Railway Quasi Employee Union, Asansol as authorized representative, has filed written statement on behalf of workmen. The workmen has alleged in their written statement are as follows :

(1) : Treating the Asansol Railway Men's Co-operative Stores Limited as Non-Statutory recognised Railway Canteen.

The above mentioned Quasi Railway Organization i.e. Asansol Railway Men's Co-operative Stores Limited was established on 20th August, 1948 (copy of the Registration Certificate is enclosed as Annexure - C) and the aforesaid organization was approved by the Railway on the 28th July, 1962 (copy of the Railway Letter no. E-257/20(CO-OP) Calcutta dated 20.07.1962 issued from the General Manager, Eastern Railway is enclosed as Annexure - D). Asansol Railway Men's Co-operative Stores Limited was established as per provision of Para - 2305 of the Indian Railway Establishment Manual, Vol. II (copy of Page no. 45 of the I.R.E.M. Vol. II is enclosed as Annexure - E). As per provision of Para - 2230, 2231 and 2232 of the Indian Railway Establishment manual Vol. II the Asansol Railway Men's Co-operative Stores Limited established Canteens at Railway Station Compound, Station Road, Asansol and at Hutton Road, Asansol on 19.04.1957 (copy of the Page No. 38, 39, & 40 of the I.R.E.M. Vol. II is enclosed as Annexure - F, G & H). Mr. S. Bell Hart, the then D.P.O, Eastern Railway, Asansol and Mr. M. P. Manalar, the then A.P.O, Eastern Railway, Asansol were nominated as Chairman and Secretary of the aforesaid Canteens in the year 1957 as per provision of Para - 2233 of the I.R.E.M. Vol. II (copy of the Page No. 39 of I.R.E.M. Vol. II is enclosed as Annexure - I). These facts proves that the Canteens established by the Asansol Railway Men's Co-operative Stores Limited are Non-Statutory Recognised Railway Canteens.

(2) : For Treating the Lock-Out of Asansol Railway Men's Co-operative Stores Limited Canteens as illegal.

All the workmen of the aforementioned Canteens at Station Road, Asansol and Hutton Road, Asansol were on Legal Relay Hunger Strike by protesting the policy of Railway and Co-operative management to Lock-Up the Canteens. Notices under section 22 (1) (b) of the Industrial Dispute Act, 1947 was served to the Railway Management as well as copies of the same were submitted to the Regional Labour Commissioner (Central), Asansol, and Local Administration (copy of the same is enclosed as Annexure - J & K). A conciliation proceeding on the issue of regularization for the workmen of the Canteens in Railway under I.D. No. 54 (6) / 2003 / E-3 was also pending before the Assistant Labour Commissioner (Central), Asansol. A big Fore of Railway Police Force and Railway Officials

gathered at both the Canteen Premises at Station Road and Hutton Road on 19.12.2005 and assaulted the workmen working in the Canteens and ousted them from the working place and threw out all the Cooked food materials with Utensils and Furniture on the road side and arrested the Union Leaders and workmen who were relay Hunger Strike and forcibly locked and sealed the running Canteens in most illegal and arbitrary manner. The action of Railway management is illegal as the Railway management did not issue any notice under Section 22 (2) (a) of the Industrial Dispute Act, 1947 before locked-up the Canteens. The Railway management locked-up the Canteens during the pendency of the Industrial Dispute which is an open contravention of Section 22 (2) (d) and Section 23 (a) of the Industrial Dispute Act, 1947. So, the action of the Railway management in Lock-Up the Canteens of Asansol Railway Men's Co-operative Stores Limited is illegal in light of Section 24 (I) of the Industrial dispute Act, 1947.

(3) : Non-Absorbing / Regularizing the Service of the employees engaged by Asansol Railway Men's Co-operative Stores Limited in Railway.

The norms of Para 121-B of the Indian Railway establishment manual, Vol. II provides that all Quasi Railway Employees who worked at least 3 (Three) years in the Quasi Railway Organization shall be re-employed / absorbed in the Railway. (copy of Para 121-B is enclosed as Annexure - L). As per the Railway Board Order No. R.B.E. No. 115/94 Supplementary Circular No. 1 to the Master Circular No. 38/91 under the Railway Board's Order No. E(W) 91 CN/Master Circular dated 29.11.1991, the employees of the Statutory Railway Canteen and Non-Statutory Recognised Railway Canteen have been treated as Railway Servants in terms of Supreme Court's Judgment dated 22.10.1980 and 27.02.1990. (copy of the circular is enclosed as Annexure - M). As per the above mentioned provisions the employees of the Canteens run / managed by the Asansol Railway Men's Co-operative Stores Limited are entitled to be regularized in Railway.

3. The workmen have prayed the tribunal may pass express permission to (i) Treat Asansol Railway Men's Co-operative Stores Limited as Non-Statutory Recognised Railway Canteen, (ii) Treat the Lock-Out of Asansol Railway Men's Co-operative Stores Limited as illegal and (iii) Absorb / Regularize the Employees of Asansol Railway Men's Co-operative Stores Limited in Railway.

4. The Sr. Divisional Personnel Manager, Eastern Railway, Asansol has filed written statement on behalf of Divisional Railway Manager, Eastern Railway, Asansol. The opposite party has denied the allegation of the workmen. The opposite party has alleged that allegation of workmen is false, mala fide and motivated. There is no relationship of employer/ management and employee / workman in between the opposite party and the workmen. The Tribunal has no jurisdiction to try the present application, as the same is not maintainable in law. The workmen are not member of non-statutory Railway Canteen. As a matter of fact they are / were workmen / employees of Asansol Railway Men's Co-operative Stores Limited. The Railway Men's Co-operative Societies were formed by the employees of Railway as share-holders of the societies under the registration of State Government with the object to supply the essential commodities to promote the co-operative movement. The managing committee is formed among the share-holders of the Co-operative Societies Limited and the Societies are run by the bye-laws made in view of rules and regulations of State Government. Asansol Railway Men's Co-operative Stores Limited is a registered co-operative society holding Registration No. 49 of 1948 in the books of the Government of West Bengal and is / was run as per bye-laws, rules and regulations of Co-operative Societies laid down by West Bengal Government from time to time. The said co-operative stores used to run different sections such as Coffee Corner, Rasana Meal, etc. and the applicants are the workmen / employees of the said co-operative stores limited and their payment were also borne by the managing committee of the co-operative stores in which Railway administration has no agreement in terms of 2233 Para (vi) IREM Vol. II (1990 E.D.). The contention of the applicants that they are the workmen of Non-Statutory Canteen are not at all correct, as there is no representative of Railway administration in the management of the said co-operative. Moreover in terms of Para 2233 IREM Vol. II (1990 E.D.) in case the management of the canteen is entrusted to consumer co-operative society it will be necessary for the co-operative society to have its bye-laws suitably amended to provide for an overall control by the Railway administration. No canteen has been entrusted by the Railway Administration to the aforesaid co-operative. Mr. S. Bell Hart, the then D.P.O, Eastern Railway, Asansol and Mr. M. P. Manalar, the then A.P.O, Eastern Railway, Asansol were elected and not nominated as falsely stated by the applicants in their written statement. The condition under which non statutory Canteen can be approved not been fulfilled in the instant case as because (a) no amendment has been incorporated in the bye-laws of co-operative society in terms of Para 2232 of IREM Vol. II (b) there is no representative of Railway Administration in the committee as well as there is no agreement between the Railway Administration and Asansol Railway Men's Co-operative Stores Limited regarding running of said canteen in terms of Para 2233 (a) (c) of IREM Vol. II and (c) subsiding to the extent of 70% of the wages including Dearness relief were to be given to the non-statutory recognised Canteen employees but the workers of Asansol Railway Men's Co-operative Stores Limited were not eligible for such subsidy for the wages given to them in terms of Para 2234 (a) (c) of IREM Vol. II. From the aforesaid facts it is crystal clear that the Asansol Railway Men's Co-operative Stores Limited was a registered consumer co-operative and not a men statutory recognised Railway Canteen as falsely claimed / demanded by the applicants. The opposite party has denied the allegation of the applicants.

5. As a matter of fact Asansol Railway Men's Co-operative Stores Limited have defaulted in payment of their electrical dues and rent & water charges for a sum or Rs. 3,26,328/- (Rupees Three Lac Twenty Six Thousand Three Hundred Twenty Eight only) and Rs. 3,17,159/- (Rupees Three Lac Seventeen Thousand One Hundred Fifty Nine only) respectively to the Railways. They were guilty of malfunctioning the same. Railway authorities after observing all legal formalities was compelled to take possession of the said Railway Premises as per provision of Public Premises Act. Therefore the question of locking of the said premises or treating the same as lock out does not arise at all. It is false that management of Divisional Railway Manager, Eastern Railway, Asansol assaulted the workmen and threw out all the cooked food materials with utensils on 19.02.2005 is false frivolous and baseless allegation and are absolutely denied. Photocopy of the Notice and Action Order passed by the State Officer and possession certificate signed by the chairman and Honorary Secretary of Eastern Railway Men's Co-operative Stores Limited has been filed.

6. The Railway administration has never paid any salary to the employees of the said co-operative stores which is an autonomous body. There is no management and workman relationship between the applicants and the Railway. The Railway accommodation and electric installation had been provided to the co-operative stores as per rules of Consumer Co-operative Societies and not at par with rules of non-statutory (recognised) canteen. No chairman has ever been nominated by Railway administration. As a welfare measure Complementary Passes, P.T.O. and Medical facilities were provided to the regular employees of the consumer co-operative societies as quasi administrative employees to the extent as laid down in the Establishment Manual Vol. I and not at par with railway employees. The Railway administration has no control over the management of the Asansol Railway Men's Co-operative Stores Limited. The applicants demand being false, harassing, baseless, mala fide and motivated. The same should be dismissed / rejected with costs.

7. The applicants have filed rejoinder written statement. The workmen have alleged that allegation of management of Divisional Railway Manager, Eastern Railway, Asansol is false from the facts while each and every Employees of Non-Statutory Recognised Railway Canteen run by the Asansol Railway Men's Co-operative Stores Limited of Hutton Road, Asansol and Station Road, Asansol were receiving passes and P.T.O.s under provision of Sub-Para ii of Para 2321, Medical Facilities under Para 2322 and 70% wages form Railway under Clause (c) of Sub-Para (2) of Para 2234 of the Indian Railway Establishment Manual, Vol. II. Above facilities provided by Railway Management to the workmen of the Non-Statutory recognised Railway Canteen run by the Asansol Railway Men's Co-operative Stores Limited, establish the relation of Employees and Employers with Railway management (vide copies of Page 40 & 51 of the I.R.E.M. Vol. II Enclosed herewith as Annexure A & B). The Tribunal has jurisdiction to try present application because it has been referred under Industrial Dispute Act, 1947. The provision of Indian Railway Establishment manual has established the applicants as employee of the Non-Statutory Recognised Railway Canteen runs under the Asansol Railway Men's Co-operative Stores Limited (quasi railway organization). Asansol Railway Men's Co-operative Stores Limited was constituted under the provisions of Societies Registration Act on 20th August, 1948 with the whole and sole directives of the Railway management vide letter no. E-257/20(Co-op) Calcutta dated 28th July, 1962 issued by the General Manager, Eastern Railway, Calcutta enclosed as Annexure - D. The above Letter of General Manager, Eastern Railway, Calcutta speaks that the Bye-Law No. 38 (2) was registered with the Office of the General Manager, Eastern Railway, Calcutta as a Registrar. The workmen beg to state that the Asansol Railway Men's Co-operative Stores Limited was registered under then Bengal Co-operative Societies Act, 1940. Above Act was not sufficient to support Indian Co-operative Movement. So keeping in the view, Bengal Co-operative Societies Act, 1940 & West Bengal Co-operative Societies Act, 1973 were repealed by West Bengal Co-operative Societies Act 1983 and there was provision in Railway to promote the co-operative Movement so, bye-law of the Asansol Railway Men's Co-operative Stores Limited written statement openly registered with the Railway on the 28th July, 1962 by the general manger, Eastern Railway, Calcutta (vide Annexure - D with workmen's written statement). There were 3 Sections (i) Meal Section, (ii) Coffee Section , (iii) (Rashna) Sweet Section at Hutton Road, Asansol unit and 2 sections (i) Meal Section and (ii) Sweet Section at Station Road, Asansol unit of the Non-Statutory Recognised Railway Canteens run by the Asansol Railway Men's Co-operative Stores Limited . About 54 (Fifty Four) numbers of workmen were employed in the above mentioned Quasi Railway Organization and their workmen's 30% wages were paid by the said Quasi Railway Management and 70% wages paid by the Railway management. Asansol Railway Men's Co-operative Stores Limited was directly controlled by the Railway management (Letter No. EW/Co-op/Policy/99, Asansol dated 11.08.1999 - Annexure - C). Workmen are employees of Non-Statutory Recognised Railway Canteen run by Asansol Railway Men's Co-operative Stores Limited and representative of Railway Management were nominated in the managing committee of the Asansol Railway Men's Co-operative Stores Limited in the year 1957. Mr. S. Bell Hart, the then D.P.O, Eastern Railway, Asansol and Mr. M. P. Manalar, the then A.P.O, Eastern Railway, Asansol were nominated by the Railway management as Railway representative in the managing committee of the Asansol Railway Men's Co-operative Stores Limited in the year 1957. The bye-laws of Non-Statutory Recognised Railway Canteen run under the Asansol Railway Men's Co-operative Stores Limited was amended and it was approved by the then General Manager, Eastern Railway, Calcutta. An agreement between Railway management and Asansol Railway Men's Co-operative Stores Limited was executed and after execution of the said agreement Railway Management approves the bye-laws

and approve the canteens run under the Asansol Railway. Asansol Railway Men's Co-operative Stores Limited as Non-Statutory Recognised Railway Canteen. As a result passes, P.T.O.s and Medical Card were issued to the workmen, mentioning their designation as Cook, Helper, Masalchi, Boy, etc. Non-Statutory Recognised Railway Canteen means recognised Railway canteen which runs under the Co-operative Society as well as any Quasi Railway Organization. Statutory Recognised Railway Canteens means the Recognised Railway Canteen which runs under the Railway management. Electricity, Water, Premises, Utensils, Furniture, etc. were provided to the Asansol Railway Men's Co-operative Stores Limited by the Railway management. Passes, P.T.O.s, Medical facilities were provided to the workmen of the canteens by the Railway management. Recognised Railway Canteen was running under the Quasi Railway Organization named as Asansol Railway Men's Co-operative Stores Limited but did not run under direct control of the Railway management. These facts denotes that above mentioned Canteens are Non-Statutory Recognised Railway Canteens as per provision of I.R.E.M. Vol. II. Notice under Section 22 (1) (b) of the Industrial Dispute Act, 1947 was served to the Railway management and the copies were submitted to the Regional Labour Commissioner (Central), Asansol as well as the Local Administration and Press. The Railway management assaulted the workmen on 19.12.2005 and threw out Utensil, Furniture and Cooked Food, etc. and locked out both the Canteens at Hutton Road, Asansol and Station Road, Asansol.

8. The contents made by the management in the 4th Non-Numbered Sub-Para of Para 9 of written statement / rejoinder of the opposite party is based on the findings of the Hon'ble Supreme Court of India in the Civil Appeals No. 12148 of 1995 & C.A. No. 12149-12150 of 1995, in which the Hon'ble Supreme Court set-a-side the decision of the CAT Hyderabad Bench and gave the findings that the Officers, Employees and Servants appointed by the Railway Co-operative Societies cannot be treated on par with the Railway Servants under Para 10-B of the Railway Establishment Code nor they can be given Parity of Status, Promotions, Scale of Pay, Increments as ordered by the CAT, Hyderabad Bench. It is crystal clear that one single word of the above mentioned findings of the Hon'ble Supreme Court is not attracting, effecting, concerning nor relating to any one of three issues of this instant industrial dispute as the workmen in this industrial dispute did not ask for treating them as Railway workmen for Promotion, Scale of Pay or Increments, etc. But workmen applied in this industrial dispute for regularizing them in Railway as per norms provided for the regularization of the workmen of non-Statutory Recognised Railway Canteens run by the Asansol Railway Men's Co-operative Stores Limited in Railway. There are far Commercial, Technical, Industrial, Judicial and legal difference between the word "Treating" and "Regularizing". Therefore the above quoted findings of the Hon'ble Supreme Court is not attracting any issue of this industrial dispute in the eye of the law.

9. As per para 121 - B of Indian Railway Establishment Manual, Vol. I all Quasi Railway Employees who worked at least 3 (Three) years in the Quasi Railway Organization shall be re-employed / absorbed in the Railway as per provision of Railway. Board Order No. RBE No. 115/94 Supplementary Circular No. 1 to the Master Circular No. 38/91 under the Railway Board Order No. E(W) 91 CN/ Master Circular dated 29.11.1991. Employees of Statutory Railway Canteen and Non-Recognised Statutory Railway Canteen shall be treated / regularized as Railway Servant in terms of the judgment of Hon'ble Supreme Court of India dated 22.10.1980 and 27.02.1980 the allegations of Railway management are denied. The contentions are false and baseless.

10. The workmen vide their learned union representative have filed the following documents :-

(i) Annexure - A : Photocopy of Reference No. L-41011/13/2006 IR (B-I) from the Ministry of Labour, Govt. of India., **(ii)** Annexure - B : Photocopy of Notice of the Central Govt. Industrial Tribunal -cum- Labour Court, Asansol, **(iii)** Annexure - C : Photocopy of Registration Certificate of M/s. Asansol Railway Men's Co-operative Stores Limited from the Government of West Bengal, **(iv)** Annexure - D : Photocopy of Approval Letter of M/s. Asansol Railway men's co-operative from the General manager of Eastern Railway, Calcutta, **(v)** Annexure - E : Photocopy of Page No. 45 of Indian Railway Establishment Manual Vol. II containing matter of Para 2305, **(vi)** Annexure - F : Photocopy of Page No. 38 for Paragraph 2230 of Indian Railway Establishment Manual Vol. II, **(vii)** Annexure - G : Photocopy of Page No. 39 for Paragraph 2231 of Indian Railway Establishment Manual Vol. II, **(viii)** Annexure - H : Photocopy of Page No. 39 for Paragraph 2232 of Indian Railway Establishment Manual Vol. II, **(ix)** Annexure - I : Photocopy of Page No. 39 for Paragraph 2233 of Indian Railway Establishment Manual Vol. II, **(x)** Annexure - J : Photocopy of Notice U/S 22 (1) (b) issued from the Eastern Railway Quasi Employees' Union, **(xi)** Annexure - K : Photocopy of Charter of Demand served from the Eastern Railway Quasi Employees' Union, **(xii)** Annexure - L : Photocopy of Paragraph 121-B of the Indian Railway Establishment Manual Vol. I, **(xiii)** Annexure - M : Photocopy of Railway Circular No. R. B. E. 115/94, **(xiv)** Annexure - A : Photocopy of Page No. 40 for Paragraph 2234 of Indian Railway Establishment Manual Vol. II, **(xv)** Annexure - B : Photocopy of Page No. 50 for Paragraph 2321 & 2322 of Indian Railway Establishment Manual Vol. II, **(xvi)** Annexure - C : Photocopy of the Letter of Sr. DPO, Eastern Railway, Asansol, **(xvii)** Annexure - D [i] : Photocopy of the Medical Card and Pass of Shri S. P. Chakraborty, **(xviii)** Annexure - D [ii] : Photocopy of the Medical Card and Pass of Shri K. Dutta, **(xix)** Annexure - D [iii] : Photocopy of the Medical Card of Shri P. K. Dawn and Letter of Chief Medical Superintendent, Eastern Railway, Asansol regarding wife of Shri P. K. Dawn, **(xx)** Annexure - D [iv] : Photocopy of the Medical Card and Identity Card of Shri Shibu Das, **(xxi)**

Photocopy of the Medical Card of Shri Kailash Yadav, **(xxii)** Photocopy of the Medical Card and Pass of Shri Kartick Dutta, **(xxiii)** Photocopy of the Medical Card P.T.O. and Pass of Shri Sunil Mondal, **(xxiv)** Photocopy of the Letter of D.R.M., Asansol dated 30.08.2001, **(xxv)** Photocopy of the Letter of Sr. D.P.O., Asansol dated 27.05.2003, **(xxvi)** Photocopy of the R.P.F. Case No. 374/05, **(xxvii)** Photocopy of the List of existing workmen out of 54 workmen.

The union has filed affidavit of Shri Hari Rajak, Shri Bablu Gorai, Shri Kailash Yadav, Shri Kartick Dutta, and Sunil Mondal in oral evidence. The learned advocate, Shri Sisir Kumar Mukherjee has cross-examined the witnesses on behalf of the opposite party, Eastern Railway, Asansol

11. The management of Divisional Railway Manager, Eastern Railway, Asansol has filed the following documents :-

(i) Photocopy of the Railway Establishment Manual Para - 2231, 2232 & 2234, **(ii)** Photocopy of the Letter to Divisional Commercial Manager dated 05.12.2007, **(iii)** Photocopy of the Letter of Estate Officer dated 06.12.2005, **(iv)** Photocopy of the Letter to Sr. D.P.O. dated 06.12.2005, **(v)** Photocopy of the Letter of Estate Officer dated 13.12.2005, **(vi)** Photocopy of the Joint Note regarding handing over of the building / premises of Canteens run by Asansol Railway Men's Co-operative Stores Limited at Station Road, Asansol, and at Hutton Road, Asansol dated 19.12.2005, **(vii)** Photocopy of the Letter of handing over of premises dated 19.12.2005, **(viii)** Photocopy of the Letter of handing over of Utensils and Edibles dated 19.12.2005, **(ix)** Photocopy of the Letter of Divisional Engineer dated 13.12.2005, **(x)** Original Complete copy of the Indian Railway Establishment Manual [2nd Edition], **(xi)** Original Complete copy of the Railway Servants Pass Rules., **(xii)** Civil Appeal No. 12150 of 1995 and 12149 of 1995, Union of India (Railway Board) & Ors. v/s J. V. Subhaiah & Ors. etc-etc.

The management of Divisional Railway Manager, Eastern Railway, Asansol, Asansol has filed affidavit of Shri B. K. Mishra, Assistant Personnel Manager, Eastern Railway, Asansol in oral evidence. The learned union representative, Shri Rajendra Vijay Kumar Singh Bhati has cross-examined Shri B. K. Mishra on behalf of the workmen.

12. I have heard the arguments of Shri Rajendra Vijay Kumar Singh Bhati, Vice President of Eastern Railway Quasi Employee Union on behalf of the workmen and Shri Sisir Kumar Mukherjee on behalf of the management of Divisional Railway Manager, Eastern Railway, Asansol.

13. Issue No. (3) : ***Non absorbing / regularizing the services of the employees engaged by the Asansol Railway Men's Co-operative Stores Limited.***

Shri Rajendra Vijay Kumar Singh Bhati, the learned union representative appearing on behalf of workmen has vehemently argued that employees of Non-Statutory Railway Canteens run by Asansol Railway Men's Co-operative Stores Limited are Railway Servants, they should be regularized as per Para - 121-B of Indian Railway Establishment Manual, Volume - I. It has been filed as Annexure - M. They are Quasi Railway Employee and Quasi Railway employee should be absorbed as per above Para. He has also argued that these Quasi Railway employees are issued Railway Passes, P.T.O.s and provided Medical facilities. Copy of these has been filed on record. Therefore they should be absorbed / regularized in Railways. On the other hand Shri Sisir Kumar Mukherjee, the learned advocate on behalf of the management of Divisional Railway Manager, Eastern Railway, Asansol had argued that there is no employer employee relationship between worker of Co-operative Society and Railway administration, therefore they cannot be regularized. Railway does not pay them wages. Passes and P.T.O.s and Medical facilities have been provided as complimentary not as a Railway Servant.

14. The Hon'ble Apex Court in **Workmen of Nilgiri Co-operative Marketing v/s State of Tamil Nadu and others, 2004 (101) FLR 137 (SC)** has laid down parameter for determining the relationship between Employer and Employee.

> *" The control test and the organization test, therefore, are not the only factors which can be said to be decisive. With a view to elicit the answer, the Court is required to consider several factors which would have a bearing on the result: (a) who is appointing authority; (b) who is the pay master; (c) who can dismiss; (d) how long alternative service last; (e) the extent of control and supervision; (f) the nature of the job, e.g. whether, it is professional or skilled work; (g) nature of establishment; (h) right to reject. "*

The Hon'ble Apex Court has held that it is initially on party who sets up Employer and Employee relationship. If employee setup Employer and Employee relationship then burden to prove Employer and Employee relationship is upon Employee. He has to lead positive evidence after that the employer would lead his evidence to rebut the assumption made by the employee.

The Hon'ble Apex Court in **Balwant Rai Saluja and Another v/s Air India Ltd. and Others, 2014 (143) FLR 1 (SC)** has reiterated the same view.

15. The Hon'ble Apex Court in **National Aluminium Company Ltd. v/s Ananta Kishore Rout and Others, 2014 (142) FLR 643 (SC)** has held that :

" (a) who is the appointing authority; (b) who is the pay-master; (c) who can dismiss; (d) how long alternative service lasts; (e) the extent of control and supervision; (f) the nature of the job e.g. whether it is professional or skilled work; (g) nature of establishment; (h) the right to reject. "

16. The workmen of Non-Statutory Railway Canteen run by Asansol Railway Men's Co-operative Stores Limited have alleged in Para - 8B of their rejoinder written statement that 30% of the wages were paid by the said Quasi Railway Management and 70% of the wages were paid by the Railway Management. Men power of these Quasi Railway Organization mean Asansol Railway Men's Co-operative Stores Limited was directly controlled by the Railway management. He has relied on Annexure - C, Letter of Sr. D.P.O., Eastern Railway, Asansol.

17. Railway is a government organization. Every payment is sanctioned by the concerned authority. Transfer of money is affected through receipt and vouchers. If the management of Divisional Railway Manager, Eastern Railway, Asansol has paid 70% of wages as alleged by the workmen of Asansol Railway Men's Co-operative Stores Limited then there must have been receipts and vouchers. There must have been entry in the official records of the management of Divisional Railway Manager, Eastern Railway, Asansol as well as in the books of Asansol Railway Men's Co-operative Stores Limited. But the workmen has not filed any such documents in this regard.

18. Shri Hari Rajak has been has been filed affidavit he has been cross-examined by the learned advocate of the Railway Management. In his cross-examination he has stated *" I do not have any appointment letter. I do not have any proof of getting salary from Railway Department…….. It is true that committee appointed men for performing functions in Railway Men's Co-operative Stores. Committee also dismissed the persons doing work in Railway Men's Co-operative Stores. "* His cross-examination was adjourned on 20.05.2015. On fresh oath he stated in his cross-examination on 08.10.2015 that *" I have no Appointment Letter. Management of Railway Co-operative Stores used to pay us. We put our signature in a Register at the time of taking Salary. The Pay Register was maintained by Railway Co-operative Stores. Name of all 54 men were entered in the Pay Register. Names of all 54 men can be confirmed from the Register. We used to put signature on Attendance Register maintained by Railway Co-operative Stores. "* He has categorically stated *" It is fact that we do not use to get Salary from Railway but we received Salary form Railway Co-operative Stores. "*

Another witness of Asansol Railway Men's Co-operative Stores Limited Shri Kailash Yadav has stated in his cross-examination that *" I have no document to show that the Railway took participation in it. "*

Another witness of Asansol Railway Men's Co-operative Stores Limited Shri Kartick Dutta who has filed affidavit in his oral evidence has stated in his cross-examination that *" I was appointed by the Co-operative Stores and I deposited the said Appointment Letter to the Stores. I was issued the Appointment Letter in the year 1974 and I deposited the same after 7 days after my joining…….I used to get salary form the form the Co-operative Stores. "*

Another witness of Asansol Railway Men's Co-operative Stores Limited, Shri Sunil Mondal has stated in his cross-examination that *" Co-operative Store took my Appointment Letter before its closure. We used to get Salary form the Manager of the Co-operative Stores. I signed the Attendance Registers of the Co-operative Stores which was kept by the manager. Our leave was granted by the managing committee of the Co-operative Stores. "*

19. MW-II Shri Binod Kumar Mishra, the witness, examine on behalf of the Railway Administration, has stated on his examination-in-chief that the Railway has never paid any Salary to the workmen of Asansol Railway Men's Co-operative Stores Limited, which is an autonomous body**.** He has been cross-examination on behalf of the Asansol Railway Men's Co-operative Stores Limited, but he has not said any word in his cross-examination contrary to the statement sated in his examination-in-chief. There is no evidence either documentary or oral that 70% of wages was paid by the management of D.R.M., Eastern Railway, Asansol to the workmen of Asansol Railway Men's Co-operative Stores Limited.

20. The Letter on which reliance has been paid by Shri Rajendra Vijay Kumar Singh Bhati, the learned union representative, which is filed as Annexure - C the content are *" You are hereby directed neither to engage any fresh hand nor to absorb any Casual Worker in the permanent category without consultation with Personnel Department. This should be followed strictly. "*

This letter does not support the allegation of Asansol Railway Men's Co-operative Stores Limited.

21. From perusal of oral evidence, the witnesses of Asansol Railway Men's Co-operative Stores Limited have categorically stated that they were not issued any appointment letter on behalf of Railway administration. They were paid salary form Co-operative Stores and not from the management of Divisional Railway Manager, Eastern Railway, Asansol. They were working under Asansol Railway Men's Co-operative Stores Limited. They were under control of Asansol Railway Men's Co-operative Stores Limited. Asansol Railway Men's Co-operative Stores Limited have the

power to dismiss the workmen working under them. It is apparent that the management of Divisional Railway Manager, Eastern Railway, Asansol has neither appointed these workmen of Asansol Railway Men's Co-operative Stores Limited nor paid Salary to the workmen of Asansol Railway Men's Co-operative Stores Limited. The management of Divisional Railway Manager, Eastern Railway, Asansol has no control over them. The management of Divisional Railway Manager, Eastern Railway, Asansol has no power to dismiss the any workman of Asansol Railway Men's Co-operative Stores Limited. Therefore as per evidence of workmen there is no Employer and Employee relationship between workmen of Asansol Railway Men's Co-operative Stores Limited and management of Divisional Railway Manager, Eastern Railway, Asansol.

22. The management of Divisional Railway Manager, Eastern Railway, Asansol has cited :

Civil Appeal No. 12150 of 1995 and 12149 of 1995, Union of India (Railway Board) & Ors. v/s J. V. Subhaiah & Ors. etc-etc. In this case the Hon'ble Supreme Court has held that :

" We, therefore, have no hesitation to hold that the officers, employees and servants appointed by the Railway Co-operative Stores / Societies cannot be treated on par with Railway servants under Paragraph 10B of the Railway Establishment Code nor they can be given parity of status, promotions, scale of pay, increments etc. as ordered by the CAT, Hyderabad Bench. "

In view of the law propounded by the Hon'ble Apex Court the employees of Asansol Railway Men's Co-operative Stores Limited cannot be treated at par with Railway servants.

23. From the record it appears that workmen of Asansol Railway Men's Co-operative Stores Limited has been issued Passes, P.T.O.s and medical facilities. The copy of the relevant documents has been filed on record by the Asansol Railway Men's Co-operative Stores Limited. The management of Divisional Railway Manager, Eastern Railway, Asansol has filed The Railway Servants (Pass) Rules, 1986 the preamble is as follows :

" In exercise of the powers conferred by the proviso to Article 309 of the Constitution, the President hereby makes the following Rules, regulating the issue of Passes and Privilege Ticket Orders to Railway servants, for travel by trains "

Under these rules Railway servants are issued different category of passes. Other than duty pass or passes connected with official work, the Privilege Passes or P.T.O.s are issued to the Railway servants as one of amenities, provided to the Railway servants in recognition of his / her services rendered to Railway administration. The preamble of the Railway Servant (Pass) Rules, 1986 indicates that Pass Rules are meant for different category of passes to only Railway servants. Apart from Duty Passes or Passes issued in connection with official works the Privilege Passes are issued to the Railway servants for gratuitous journey at their liberty to go anywhere of their choice. But under Rule - 11(2) Special Pass may be issued to non-railway servants or to staff of Quasi Railway institution under Rule - xviii. Passes are issued for a specific period and for a specific destination to non-Railway servants or staff of quasi Railway Institutions. Mere issuance of pass under this category will not entitle any non-Railway servants to claim parity as railway servant, so is the case of facility of free Medical Treatment which is complementary.

24. The workmen of Asansol Railway Men's Co-operative Stores Limited has relied on Annexure - M which is as follows :

*" **121-B : '** Re-employment of Central Government servants, State Government servants and quasi-Government body servants on railways. '*

Before any Central Government servant, Sate Government or quasi-Government body servant is re-employed on railways, he should be required to obtain the permission of the competent authority, where necessary according to the rules by which he is governed, to accept re-employment on the railways. "

It is apparent form perusal of above rule that it is not applicable in the present reference. The workmen of Asansol Railway Men's Co-operative Stores Limited has relied on Circular Letter of Railway which is filed as Annexure - L. In this letter the Railway administration has issued direction to treat the employees of remaining Non-Statutory (Recognised) Canteens as Railway employees w.e.f. 22.10.1980 and 1.4.1990. In this Circular Letter certain cases has been referred, but these cases has not been filed for the perusal of the Tribunal. The judgment of the Hon'ble Apex Court in ***(i)*** *Nilgiri Co-operative Marketing v/s State of Tamil Nadu and others, 2004 (101) FLR 137;* ***(ii)*** *Balwant Rai Saluja and Another v/s Air India Ltd. and Others, 2014 (143) FLR 1 (SC);* ***(iii)*** *National Aluminium Company Ltd. v/s Ananta Kishore Rout and Others, 2014 (142) FLR 643 (SC) ;* ***(iv)*** *Civil Appeal No. 12150 of 1995 and 12149 of 1995, Union of India (Railway Board) & Ors. v/s J. V. Subhaiah & Ors. etc-etc;* as referred above are law of the land and binding under Article 141 of Constitution of India. Administration direction cannot override the law laid down by the Hon'ble Supreme Court of India.

25. Shri Rajendra Vijay Kumar Singh Bhati, the learned union representative during course of argument has filed and relied on Letters of Divisional Railway Manager, Eastern Railway, Asansol dated 30.08.2001 and Sr. Divisional Personnel Officer, Eastern Railway, Asansol dated 27.05.2003. On the basis of these letters he has argued that the certain workmen were directed to appear before screening committee for appointment. Therefore remaining workmen of Non-Statutory Recognised Canteen run by Asansol Railway Men's Co-operative Stores Limited are eligible for absorbing in Railway. Shri Sisir Kumar Mukherjee, learned advocate of the management of Divisional Railway Manager, Eastern Railway, Asansol has argued that if vacancy exists, if workmen of society are eligible for appointment then the management of Divisional Railway Manager, Eastern Railway, Asansol can consider their appointment provided they fulfil the criteria of the eligibility but workmen cannot claim employment as matter of right.

26. The Constitution Bench of the Hon'ble Apex Court in **Secretary, State of Karnataka & others v/s Umadevi & others (2006) 4 SCC 1** has held that :

> *" There must be sanctioned post and applicants must have necessary qualification then only a workman who is already working can be regularized. "*

Functioning in Co-operative Society is one thing and eligibility for a particular post is another thing. In view of Umadevi case a person can only be regularized or absorbed if there is sanctioned vacancy / post and applicant has necessary qualification or eligible for the post. If certain workmen of Co-operative Society has been directed to appear before screening committee does not create right in favour of others to claim for appointment unless and until in light of Umadevi case the other conditions are fulfilled.

27. In light of discussion the Issue No. (3) Non absorbing / regularizing the services of the employees engaged by the Asansol Railway Men's Co-operative Stores Limited, is decided in negative.

28. Issue No. (1): ***For treating the Asansol Railway Men's Co-operative Stores Limited as Non-Statutory Recognised Canteen***

Shri Rajendra Vijay Kumar Singh Bhati, the learned union representative appearing on behalf of workmen has referred Para - 2301, 2305, 2229, 2230,2232, and 2233 of Indian Railway Establishment Manual, volume - II (filed as Annexure - E,F,G,H,I) and has argued that Asansol Railway Men's Co-operative Stores Limited is Non-statutory recognised canteen. Mr. S. Bell Hart, the then D.P.O, Eastern Railway, Asansol and Mr. M. P. Manalar, the then A.P.O, Eastern Railway, Asansol were nominated as chairman and secretary of the Canteen in the year 1957 as per Para - 2233 if Indian Railway Establishment Manual, volume - II. He argued that these fact clearly establishes that the Canteen established by Asansol Railway Men's Co-operative Stores Limited is virtually Non-Statutory Recognised Railway Canteen. On the other hand Shri Sisir Kumar Mukherjee, the learned advocate for the management of Divisional Railway Manager, Eastern Railway, Asansol has argued that the so called Co-operative Society bearing Registration No.- 49 of 1948 in the record of West Bengal Government and is governed by the bye-laws, rules and regulation of Co-operative Societies laid down by West Bengal Government from time to time. The Railway Administration has no connection with this Co-operative Society because there is no agreement in terms of Para - 2233 of Indian Railway Establishment Manual, volume - II. Shri Sisir Kumar Mukherjee, the learned advocate for the management of Divisional Railway Manager, Eastern Railway, Asansol also argued that Mr. S. Bell Hart, the then D.P.O, Eastern Railway, Asansol and Mr. M. P. Manalar, the then A.P.O, Eastern Railway, Asansol were elected and not nominated as alleged by Shri Rajendra Vijay Kumar Singh Bhati, the learned union representative.

29. Indian Railway Establishment Manual (2nd Edition), Section - F of Chapter - XXVIII contains rules for Canteens from Para - 2829 to 2838. Para - 2901 to 2994 of Chapter - XXIX of Indian Railway Establishment Manual (2nd Edition) contains rules for Co-operative Societies. It is obligatory for Railway Administration to setup canteen under Section - 46 of the Factories Act, 1948, as per Para - 2829 Indian Railway Establishment Manual (2nd Edition). The management of Canteen will be responsibility of Railway Administration as per Para - 2832 of Indian Railway Establishment Manual (2nd Edition). But, in case, if the management of the canteen is entrusted to a Consumer Co-operative Society it will be necessary for the Co-operative Society to have its bye-laws suitably amended to provide for an overall control by the Railway Administration. But it is not the case of either party that canteen has been established under Section - 46 of Factories Act, 1948 as per Para - 2829 of Indian Railway Establishment Manual (2nd Edition).

30. Para - 2833 of Indian Railway Establishment Manual (2nd Edition) provides for Non-Statutory Canteen which is as follows :

> *" (i) These canteens can be run either by a Committee of Management to be formed for the purpose or by a Consumer Co-operative Society.*
>
> *(ii) The Committee of Management should consist of the duly elected representatives of the staff for whose benefit the canteen is run, representatives of shareholders of the Co-operative Society, in case the canteen is*

managed by a Co-operative Society, and a representative of the Railway Administration to be nominated either as a Chairman or Secretary or as a Member of the Committee……..

(iii) ***In cases where canteens are managed by consumer Co-operative Societies, the Societies should have suitable provisions in their bye-laws to permit of supervision by the Committee of management as described in sub-paragraph (ii) above***

(vi) ***The committee of management who are permitted to run canteens in Railway owned buildings and to whom the facilities detailed in paragraph 2834 are extended should execute an agreement in Form no. 76 of Appendix 9. The agreement should be executed on plain paper with the addition of a clause as follows in the Licence Deed:***

' That the Govt. of India agree to bear the stamp duty in respect of this instrument .'

The agreement should be signed by an officer duly authorized to do so under Article 299(I) of the Constitution. The names of all the members of the committee of management should be mentioned in the agreement which should be executed by all of them. In the case of canteen run by a Consumer Co-operative Society, the Committee of Management being only a supervisory committee, vide paragraph 2833(iii), the agreement should be executed by the Co-operative Society."

31. Para - 2903 of Indian Railway Establishment Manual (2nd edition) Chapter - XXIX relates to organization.

32. Para - 2906 of Indian Railway Establishment Manual (2nd edition) Chapter - XXIX, contains rules for Co-operative Society. The rule for **'Membership'** is as follows :

"(i) Membership shall be open to all serving railway servants. A railway servant desiring to become a member shall be required to purchase at least one share. The value of each share shall not be less than Rs. 10. They should also pay an admission fee of 50 Paise or Rs. 1, as may be provided in the bye-laws of the society.

(ii) Retired or ex-railway servants should not be permitted to become members or to continue as such beyond a limited period

(iii) Relatives and nominees of retired railway servants should not be allowed to derive any benefit of membership and their share money should not be accept but refunded, if necessary."

From perusal of the above rule it is apparent that if any society is formed under Para – 2906 then only working Railway Servant can be members. A non-Railway servant cannot form Co-operative Society under this rule. Therefore Para – 2903 has no application.

33. Para - 2907 of Indian Railway Establishment Manual (2nd edition) Chapter - XXIX, relates to **'Management'** which is as follows :

" (i) the management of the societies will be carried on through a management committee which will be formed from amongst the shareholders of the society;

(ii) the society will appoint a paid secretary who should supervise, subject to the control of the managing committee, the day to day working of the staff and organise the business of the society;

(iii) the managing committee may appoint sub-committees for supervising different activities of the society;

(iv) sub-committees so appointed may be delegated final powers in certain matters but policy decisions taken by them must be confirmed by managing committees; and

(v) the supreme authority must vest in the general body of shareholders. "

34. It is admitted fact that Asansol Railway Men's Co-operative Stores Limited is registered under West Bengal government, bearing Registration No. 49 of 1948. The certificate has been issued by the Assistant Registrar of District Co-operative Societies dated 20.08.1948. The society has been registered under Bengal Co-operative Societies Act, 1940 which was repealed by the new Act i.e. West Bengal Co-operative Societies Act, 1983. 'The Consumer Co-operative Society' and 'Co-operative Society' has been defined under Section 2 (10) and Section 2 (13). Section 2 (40) rules means that the rules made by the State Government under this act. In West Bengal Co-operative Societies Act, 1983, Registrar registers Co-operative Society and its bye-laws under Section 15 and issues Certificate of Registration under Section 16. Section 17 provides provisions for amendment of bye-laws which is as follows :

" (1) A co-operative society may make by-laws for carrying out its functions under this Act or the rules and such bye-laws shall not be valid unless they have been registered under sub-section (1) of Section 15 :

*Provided that the provisions of any bye-*law shall, if in conflict with the provisions of this Act or the rules, be void and thereupon the matters governed by such bye-law shall be governed by this Act or the rules until the bye-law is amended to remove the conflict.

(2) A co-operative society may amend its bye-law from time to time but no such amendment shall be valid unless it is registered under sub-section (3) of this section.

(3) Every proposal for amendment of bye-laws of a co-operative society shall be forwarded to the Registrar. If the Registrar is satisfied that the proposed amendment is not inconsistent with the provisions of this Act or the rules, he shall, unless for reasons to be recorded in writing he thinks fit to refuse, register the amendment within three months or…….. "

35. Section 24 of West Bengal Co-operative Societies Act, 1983 provides Final authority of Co-operative Society which is as follows :

" (1) Subject to provisions of this Act and the rules, the final authority of co-operative society shall vest in the general body of its members in general meeting :

Provided that in such circumstances as may be prescribed, the final authority may vest in the delegates of such members elected in the prescribed manner and assembled in general meeting.

(2) The general meeting of co-operative society shall be summoned, and the authority of the general body of members thereof shall be exercised, in such as may be prescribed. "

36. There is no controversy that Asansol Railway Men's Co-operative Stores Limited has been registered under West Bengal Government bearing Registration No. 49 of 1948 as on 28.08.1948. The Asansol Railway Men's Co-operative Stores Limited did not file its bye-laws. If after registration of Co-operative Society by Registrar of West Bengal, if it intended to create status of Non-Statutory Recognised Railway Canteen. Then there is definite prescribed procedure in West Bengal Co-operative Societies Act, 1983. If its bye-laws after approval by the Registrar under Section 15 (or approval of amendment of bye-laws under Section 17) of West Bengal Co-operative Societies Act, 1983 then permission of supervision by the management of Divisional Railway Manager, Eastern Railway, Asansol under Para - 2833 (iii) of Indian Railway Establishment Manual (2nd edition) ought to have been received. Afterwards there should have been execution of agreement as provided in Para - 2833 (vi) of Indian Railway Establishment Manual (2nd edition). Asansol Railway Men's Co-operative Stores Limited has relied on Annexure - D, Letter No. E-257/20(Co-op) dated 28.07.1962 of General Manager. By this letter the General Manager has informed the Secretary of Asansol Railway Men's Co-operative Stores Limited that his bye-law no. 38(2) registered in the Office of the General Manager, Eastern Railway as Registrar. It seems Certificate for the registration of the amendment of bye-laws. This letter dated 28.07.1962 indicates that after registration of Asansol Railway Men's Co-operative Stores Limited amendment in bye-law was sought for, but there is no amended bye-law in the record. Moreover the jurisdiction to give assent to the amendment of bye-law is vested in the Registrar of Co-operative Society under Section 17 of West Bengal Co-operative Societies Act, 1983. Without prior approval of the Registrar of Co-operative Society the approval of the General Manager will not have any positive impact. Therefore letter of the General Manager (Annexure - D) does not provide any assistance to the Asansol Railway Men's Co-operative Stores Limited and it cannot be treated as Non-Statutory Recognised Railway Canteen. Neither there is any documentary evidence nor oral evidence that after letter of the General Manager there was any execution of agreement between the management of Divisional Railway Manager, Eastern Railway, Asansol and Asansol Railway Men's Co-operative Stores Limited as provided in Para - 2833 (vi) of Indian Railway Establishment Manual (2nd edition).

In view of above discussion the Asansol Railway Men's Co-operative Stores Limited cannot be treated as Non-Statutory Recognised Canteen.

37. Issue No. (1) : For treating the Asansol Railway Men's Co-operative Stores Limited as Non-Statutory Recognised Canteen is decided in negative.

38. Issue No. (2) : ***For treating the Lock-out of Asansol Railway Men's Co-operative Stores Limited Canteens as illegal.***

Shri Rajendra Vijay Kumar Singh Bhati, Vice President of Eastern Railway Quasi Employee Union as learned representative of the workmen has argued that in spite of notice under Section 22(B) of Industrial dispute Act, 1947 management of Divisional Railway Manager, Eastern Railway, Asansol Locked-out the concern premises and took forcible possession of the Premises and Utensils of Asansol Railway Men's Co-operative Stores Limited, recognised as Non-Statutory Railway Canteen which is illegal.

Lock out has been defined under section 2 (l) of Industrial Dispute Act, 1947:

*" **'lock-out'** means the [temporary closing of a place of employment], or the suspension of work, or the refusal by an employer to continue to employ any number of persons employed by him "*

39. Form perusal of above provision it is apparent that concept of Lock-out comes into play where there is employer-employee relationship. As per finding of Issue No. (3), there is no Employer and Employee relationship between management of Divisional Railway Manager, Eastern Railway, Asansol and Employees engaged by Asansol Railway Men's Co-operative Stores Limited. Therefore provision of Lock-out does not comes into play. Rules for rent and recovery of rent is mentioned in Para - 2909 (v) (b) and Para - 214, respectively. The management of Divisional Railway Manager, Eastern Railway, Asansol was within the right to proceed for recovery of unpaid dues from Asansol Railway Men's Co-operative Stores Limited. Therefore management of Divisional Railway Manager, Eastern Railway, Asansol took the possession of the concerned premises under the Public Premises Act, 1971.

40. Issue No. (2) : For treating the Lock-out of Asansol Railway Men's Co-operative Stores Limited Canteens as illegal is decided in negative.

41. In light of the findings in Issue No. **(3)**, **(2)** & **(1)**, there is no Employer and Employee relationship between the management of Divisional Railway Manager, Eastern Railway, Asansol and workmen of Asansol Railway Men's Co-operative Stores Limited. Asansol Railway Men's Co-operative Stores Limited is not Non-Statutory Recognised Canteen since there is no Employer and Employee relationship. Therefore action under Public Premises Act, 1971 cannot be said to be illegal. The concern workmen of the Asansol Railway Men's Co-operative Stores Limited are not entitled to any relief.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 550.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 65/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-12012/35/2014-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 550.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman, received by the Central Government on 02.04.2018.

[No. L-12012/35/2014-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 1st February, 2018

Reference: (CGITA) No. 65/2014

The Branch Manager,
State Bank of India,
Jawahar Road, Main Branch,
Rajkot (Gujarat) …First Party

V/s

Shri Dhanji Nanjibhai Gohel,
Shraddanand Bhangi, Harijanvas,
Mochi Bazar,
Rajkot (Gujarat) …Second Party

For the First Party : Shri B.B. Gogia

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/35/2014–IR(B-I) dated 03.07.2014 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of State Bank of India, Jawahar Road, Main Branch, Rajkot in not giving the seniority on the basis of number of days worked and employing other hand in place of Shri Dhanji Nanjibhai Gohel and not offering him regular employment in the bank is justified?"

"Whether the action of the Bank management in terminating the services of Shri Dhanji Nanjibhai Gohel without following the due process of law is justified? If not, what relief the applicant is entitled to?"

1. The reference dates back to 03.07.2014. After service to both the parties by issuing notice Ex. 2 to appear on 22.06.2016, the first party submitted the vakalatpatra Ex. 5 of advocate Shri B.B. Gogia and others but the second party did not prefer to submit the statement of claim despite giving him a dozen of dates and also the second party remained absent on each and every dates.

2. Thus it appears that the second party is not willing to prosecute the case.

3. Thus the reference is disposed of in the absence of statement of claim of the second party with the observation as under: "the action of the management of State Bank of India, Jawahar Road, Main Branch, Rajkot in not giving the seniority on the basis of number of days worked and employing other hand in place of Shri Dhanji Nanjibhai Gohel and not offering him regular employment in the bank can be said to be justified."

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 551.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 41/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-41011/101/2011-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workman, received by the Central Government on 02.04.2018.

[No. L-41011/101/2011-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 8th February, 2018

Reference: (CGITA) No. 41/2012

The Divisional Railway Manager,
Western Railway,
Kothi Compound,
Rajkot …First Party

V/s

The Joint Divisional Secretary,
Paschim Railway Karmachari Parishad,
28/B, Narayan Park,
Behind Chandkheda Railway Station,
Sabarmati, Ahmedabad (Gujarat) …Second Party

For the First Party : Shri H.B. Shah

For the Second Party : Shri R.S. Sisodiya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/101/2011–IR(B-I) dated 30.01.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of Joint Divisional Secretary, Paschim Railway Karmachari Parishad for promotion of Shri Jayaraman G., Sr. Khalasi to the post of Fiter Grade – II in the pay scale of Rs. 3050/4050/- w.e.f. 29.07.1998 at par with his junior's by the management of DRM, Western Railway, Rajkot in ranker quota as per Railway Board's instruction is justified? To what relief the workman/union is entitled?"

1. The reference dates back to 30.01.2012. The second party submitted the statement of claim Ex. 3 on 31.12.2012.

2. The first party failed to submit the written statement, therefore, the reference was ordered to proceed ex-parte against the first party. The second party was given opportunity to lead evidence several times on 17.02.2017, 28.04.2017, 18.08.2017, 30.10.2017 and 07.12.2017 but to no result.

3. Today on 08.02.2018, Shri R.S. Sisodiya, The Joint Divisional Secretary, Paschim Railway Karmachari Parishad, stated that he does not want to proceed with the reference.

4. Thus the reference is disposed of as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 552.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 39/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-12012/13/2004-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 552.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 39/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman, received by the Central Government on 02.04.2018.

[No. L-12012/13/2004-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 39/2004

Date of Passing Award – 6th February, 2018

Between:

The Branch Manager,
State Bank of India,
Gunupur Branch, At./Po. Gunupur,
Orissa, Koraput …1st Party-Management.

(And)

Shri Simhadri Rao,
S/o. Sh. N. Bachi,
Beberta Depth Street,
At./Po. Gunupur, Dist. Rayagada …2nd Party-Workman.

Appearances :

Shri A.K. Prusty, Dy. Manager (Law) … For the 1st Party-Management.

M/s. Amar Sahoo, Advocate … For the 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour in exercising of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (herein after referred to as "The Act") have referred the present dispute between the Management of State Bank of India and their workman Shri Simhadri Rao vide its letter No. L-12012/13/2004 (IR(B-I)), dated 13.05.2004 for its adjudication with the following schedule:-

> "Whether the action of the Management of State Bank of India, Gunupur, by not giving appointment to Shri Simhadri Rao, Temporary Messenger even though he was selected in the panel list is legal and justified? If not what relief he is entitled to?"

2. Briefly stated the case of the individual workman as emerges from his statement of claim is that he was appointed as a temporary Messenger in the branch of the Management-Bank at Gunupur in the year 1982 and continued as such till 1985. Thereafter he was appointed intermittently to work as Messenger or Sweeper in between the year 1994 to January, 1997. His service was dispensed with without compliance of the provisions of Section 25-F of the Industrial Disputes Act, though he worked for more than 310 days continuously in a calendar year preceding to the date of his disengagement. Apart from that it is his stand that he appeared in the interview conducted by the Management pursuant to a settlement between the Bank and its Employees Federation and got empanelled in the selection list from which Messengers and other similar nature of posts of the Bank were filled up. Inspite of his empanelment in the selection list and the provision that temporary/casual Messengers working continuously for more than 240 days in a

year are to be absorbed against the posts of Messengers and similar category of posts like Sweeper, he was not given appointment. Hence, he raised a dispute before the labour machinery giving rise to the present reference.

3. The Management-Bank has resisted the claim taking a stand that he was never appointed as a regular/temporary messenger for a continuous period of more than 240 days in a year or in a calendar year preceding to his alleged discontinuance. His appointment was intermittent in nature. Besides, he was appointed as a casual and daily wager. As such, question does not arise for the Management-Bank to comply the requirements of Section 25-F of the Act while discontinuing the intermittent engagement of the disputant-workman. Further, it has been pleaded by the Management that keeping in view the settlement reached out between the Management-Bank and its staff Federation for absorption of such intermittent and casual daily wagers, an interview of those category of casual, temporary and daily wage Messengers was held and a panel was prepared so as to enable the Management-Bank to absorb the successful candidates against 4th grade cadre posts of the Management-Bank. The candidates securing higher position in the empanelment were given appointment against vacant posts of Messengers and other similar category posts, whereas other successful candidates in the panel were engaged on daily wage basis intermittently in different branches of the Management-Bank as and when extra man-power in the branches were required. The validity of the panel list having been lapsed on 31.3.1997, the disputant could not be absorbed against any regular vacancies of such 4th grade cadre. His intermittent engagement on daily wage basis was discontinued after lapse of the validity of the empanelment for which the disputant and several others preferred a writ in the Hon'ble High Court of Orissa vide O.J.C. No. 13097/1997. The said writ having been dismissed on contest by the Hon'ble High Court, there is no scope for the individual disputant workman to raise a dispute resorting to the provisions of the I.D. Act. Thus, prayer has been made on behalf of the Management to dismiss the claim of the workman.

4. On the aforesaid pleadings of the parties the following issues are to be answered for the just and proper adjudication of the dispute:-

ISSUES

1. Whether the workman Shri Simhadri Rao was selected in the panel list?
2. Whether the management of State Bank of India, Gunupur is justified in not giving appointment to the workman Shri Simhadri Rao as Messenger inspite of he being empanelled in the list?
3. If not, what relief the workman is entitle to?

5. Though the 2nd party-workman filed his evidence in examination in chief in the form of sworn affidavit at the initial stage of hearing, he did not turn up to the witness box for his cross examination by the Management despite several opportunities and adjournments extended to him for the purpose. Hence, his statement on sworn affidavit is expunged. On the other hand, the Management has adduced oral evidence to deny the claim of the disputant workman by examining one Shri Basant Kumar Mallick, Chief Manager, SBI, Gunupur.

FINDINGS

For the sake of convenience all the issues are taken up for consideration simultaneously. Though, the disputant has taken a stand in the claim statement that he was engaged temporarily to work either as a messenger or a sweeper on daily wage basis for a continuous period of 310 days in a calendar year preceding to his alleged disengagement, neither any oral nor any documentary evidence is put-forth before this Tribunal in support of his claim. As a matter of settled principles set out by the Hon'ble Apex Court through a catena of decisions the burden of proof always lies on the workman to proof his continuous and uninterrupted engagement of 240 days in order to prove the violation of the provision of Section 25-F of the Act. The disputant having failed to advance any evidence in this regard and the Management, in contra, having advanced oral evidence that the disputant worked for a period of 269 days in between June, 1982 to April, 1985, which was not continuous and uninterrupted and not in a calendar year. Be that as it may, the disputant is not entitled to notice pay and retrenchment compensation as provided in Section 25-F of the Act. Hence, his disengagement, if any, was not illegal. Besides, it cannot be over-sighted that he was engaged as a daily wager on need basis and his engagement was not against any sanctioned posts. As per the settled principle a daily wager has no right to claim for regularization. Besides, it is emerging that the termination was also under judicial scrutiny before the Hon'ble High Court in a writ preferred by the workman and several others and the said writ having been dismissed on contest doubt can be entertained on the merit of the claim raised by the disputant on the principle of resjudicata. Thus, the claim put-forth by the disputant workman merits no consideration and he is not entitled to any relief prayed for.

Accordingly the reference is answered.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 553.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय ईस्ट कोस्ट रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 04/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-41011/79/2011-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of East Coast Railway and their workman, received by the Central Government on 02.04.2018.

[No. L-41011/79/2011-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri B.C. RATH,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 4/2012

No. L-41011/79/2011 – IR(B-I), dated 04.01.2012

Date of Passing Order – 6th February, 2018

Between:

The Senior Divisional Operating Manager,
East Coast Railway, Khurda Road,
At./Po. Jatni, Dist. Khurda, …1st Party-Management.

AND

The Dist. Secretary,
Bharatiya Mazdoor Sangha,
Khurda District, VA-23/3, Ashok Nagar,
Bhubaneswar (Orissa) …2nd Party-Union.

Appearances:

Shri C.R. Nayak, S.D. E.Co. Rly. … For the 1st Party-Management.

None. … For the 2nd Party-Union.

ORDER

Representative of the Management is present. None appears on behalf of the workman on repeated calls. It is seen from the record that the case is lingering for cross examination of workman whose examination in chief has already been filed in the form of sworn affidavit as per Order 18 Rule 4 C.P.C. since long and the workman is not availing himself for his cross examination for the last adjournments and the case is adjourned from time to time for the purpose to compensate the workman. The case cannot be allowed to linger for an indefinite period in such a situation. Hence, I am inclined to expunge the evidence of the workman which was filed in form of sworn affidavit as he is not

available for his cross examination by the Management. As no steps is taken on behalf of the workman and he is not taking any steps for the last four to five adjournments it will be presumed that the workman is either not interested to prosecute the dispute or in the meanwhile the dispute might have been resolved. In the above back-drops the Tribunal has no alternative than to return the reference without any adjudication.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 554.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 133/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-41012/194/97-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 554.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 133/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workman, received by the Central Government on 02.04.2018.

[No. L-41012/194/97-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 09th February, 2018

Reference: (CGITA) No- 133/2004

1. The Divisional Railway Manager,
Western Railway,
Kothi Compound,
Rajkot (Gujarat)
2. The Assistant Engineer (MG),
Western Railway,
Railway Station (MG), Sabarmati,
Ahmedabad (Gujarat) …First Party

V/s

The Divisional Secretary,
Paschim Railway KarmachariParishad,
E/209, Sarvottam Nagar, New Railway Colony,
Sabarmati,
Ahmedabad (Gujarat) …Second Party

For the First Party : Shri H.R. Raval

For the Second Party : Shri B.K. Sharma (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/194/97–IR(B-I) dated 29.04.1997 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of Railway Administration in removing Shri Mangilal H. Ashman from service with effect from 20.07.1992 on the charges of misconduct levelled against him vide charge sheet No. E/308/DAR/MH dated 29.01.1992 is legal and justified? If not, to what relief the concerned employee is entitled to?"

1. The reference dates back to 29.04.1997. The second party workman submitted the statement of claim on 24.09.2002 but the first party despite service of notice did not prefer to submit the written statement. Therefore, the reference was proceeded ex-parte against the first party but today on 09.02.2018, Shri B.K. Sharma, The Divisional Secretary, Paschim Railway Karmachari Parishad, did not press the reference.
2. Hence the reference is disposed of as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 555.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 112/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-41012/122/2007-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 112/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workman, received by the Central Government on 02.04.2018.

[No. L-41012/122/2007-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 01st February, 2018

Reference: (CGITA) No- 112/2007

The Divisional Railway Manager,
Western Railway,
Kalupur,
Ahmedabad (Gujarat) …First Party

V/s

The General Secretary,
Paschim Railway Karmachari Parishad,
E-209, Sarvottam Nagar, Sabarmati,
Ahmedabad (Gujarat) … Second Party

For the First Party : Shri N.S. Waghela

For the Second Party : Shri R.S. Sisodiya (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/122/2007–IR(B-I) dated 27.11.2007 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of DRM (E), Ahmedabad in disallowing Shri U.H. Raval, Ex-Os' II Vatva, to join his duties at Vatva Diesel Shed, despite his reporting for duty at Vatva Diesel Shed was justified and reasonable? If not, to what relief he is entitled and from which date?"

1. The reference dates back to 27.11.2007. The second party submitted the statement of claim Ex. 13 on 03.10.2011. The first party submitted the written statement Ex. 17 on 02.12.2016.
2. Today on 01.02.2018, Shri R.S. Sisodiya, the General Secretary, Paschim Railway Karmachari Parishad, stated that he does not want to prosecute the reference.
3. Thus the reference is disposed of as not pressed.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 556.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 38/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्तहुआ था।

[सं. एल-41011/84/2012-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workman, received by the Central Government on 02.04.2018.

[No. L-41011/84/2012-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 08th February, 2018

Reference: (CGITA) No. 38/2014

The Sr. Divisional Mechanical Engineer,
Western Railway, Diesel Shed,
Sabarmati,
Ahmedabad …First Party

V/s

The Assistant Divisional Secretary,
Paschim Railway Karmachari Parishad,
28/B, Narayan Park,
Behind Chandkheda Railway Station,
Sabarmati, Ahmedabad (Gujarat) …Second Party

For the First Party : None
For the Second Party : Shri R.S. Sisodiya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/84/2012–IR(B-I) dated 25.03.2014 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of Sr. Divisional Mechanical Engineer, Western Railway, Ahmedabad in terminating the services of S/Shri (1) Mahendra Kumar B. (2) Dave Ishwarilal Kantilal (3) Kantibhai P. (4) Mansukh Mavjibhai (5) Vishwanath G. Nagarkar (6) JivanbhaiJerombhai and (7) Prakash Ashokbhai is justified? If not, to what relief the workmen are entitled to?"

1. The reference dates back to 25.03.2014. The second party submitted the statement of claim Ex. 5 on 16.06.2016 alleging that the workman named (1) Mahendra Kumar B. (2) Dave Ishwarilal Kantilal (3) Kantibhai P. (4) Mansukh Mavjibhai (5) Vishwanath G. Nagarkar (6) Jivanbhai Jerombhai and (7) Prakash Ashokbhai were appointed in the canteen at Diesel Shed Sabarmati, after undergoing a fitness test from the railway hospital. They were paid wages by the Supervisor appointed by the Western Railway. Diesel Shed Sabarmati is with a strength of 600 employees, continuously run for 24 hours having said canteen also running for 24 hours. All these aforesaid workmen worked for more than 240 days in every calendar year but their services were terminated without giving notice and retrenchment compensation, violating the provisions of Section 25 F, H and N of the Industrial Dispute Act.

2. The first party was given ample opportunity to submit the written statement but despite service to the first party, the first party did not prefer to submit the written statement. Hence the reference was ordered to proceed ex-parte against the first party for non-filing the written statement.

3. The second party submitted the affidavit of workmen namely Mansukh Mavjibhai, Dave IshwarilalKantilal, Kantibhai P., Vishwanath G. Nagarkar and Prakash Ashokbhai. They all have reiterated the averment made in the statement of claim but have not filed the appointment letter, if any, issued by the first party and have also not filed the evidence of medical fitness issued by the railway hospital. They have also not filed the evidence that they have ever worked for more than 240 days in the canteen run by the western railway. Thus in the absence of the aforesaid evidences, it cannot be said that the aforesaid workmen were serving under the first party.

4. Thus the reference has no force and is liable to be decided against the second party union with the observation as under: "the action of the management of Sr. Divisional Mechanical Engineer, Western Railway, Ahmedabad in terminating the services of S/Shri (1) Mahendra Kumar B. (2) Dave Ishwarilal Kantilal (3) Kantibhai P. (4) Mansukh Mavjibhai (5) Vishwanath G. Nagarkar (6) JivanbhaiJerombhai and (7) Prakash Ashokbhai can be said to be justified."
5. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 557.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 151/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-41011/90/2012-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 557.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 151/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 02.04.2018.

[No. L-41011/90/2012-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 14th February, 2018

Reference: (CGITA) No. 151/2012

The Divisional Railway Manager (E),
Western Railway,
Divisional Office,
Ahmedabad (Gujarat) … First Party

V/s

The General Secretary,
Western Railway Kamdar Sangh,
78/9-C, National Highway,
Gandhidham,
Kutch (Gujarat) …Second Party

For the First Party : Shri M.M. Makhija

For the Second Party : Shri O.P. Vasistha

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/90/2012–IR(B-I) dated 27.09.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of Western Railway, Ahmedabad in not giving the benefit of regularization in service to Shri B.O. Vashistha w.e.f. 01.07.1989, is legal and justified? To what relief the concerned workmen are entitled?"

1. The reference dates back to 27.09.2012. After issuing notice to both the parties, Shri M.M. Makhija, advocate for the Western Railway filed his vakalatpatra Ex. 4 and Shri O.P. Vashisht appeared for The General Secretary, Western Railway Kamdar Sangh.
2. On 14.02.2018, Shri O.P. Vashisht informed the tribunal that the workman B.O. Vashistha has expired on 29.03.2014 and does not want to prosecute the case and requested for withdrawal of the case.
3. Thus the reference is disposed of as withdrawn.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 558.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 14/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-41011/06/2009-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 558.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 02.04.2018.

[No. L-41011/06/2009-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 15th February, 2018

Reference: (CGITA) No. 14/2010

1. The Divisional Railway Manager,
   Western Railway,
   DRM Office, Kothi Compound,
   Rajkot (Gujarat)
2. The Divisional Railway Manager,
   Western Railway,
   DRM Office, Asarva,
   Ahmedabad (Gujarat) … First Party

V/s

The Divisional Secretary,
Paschim Railway Karmachari Parishad,
114, Near Vishwakarma Mandir,
Opp. Railway Colony, Sabarmati,
Ahmedabad (Gujarat) …Second Party

For the First Party : Shri H.R. Raval

For the Second Party : Shri R.S. Sisodiya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/06/2009–IR(B-I) dated 11.05.2010 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of Divisional Railway Manager, Western Railway, Rajkot/Ahmedabad in terminating the services of Shri Bhopaji Jawanji w.e.f. 16.10.2002 is legal and justified? If not, what relief the workman concerned is entitled to?"

1. The reference dates back to 11.05.2010. After issuing notice to both the parties, both the parties appeared and the second party The Divisional Secretary, Paschim Railway Karmachari Parishad, submitted the statement of claim Ex. 9 on 20.08.2010 and the first party submitted the written statement Ex. 11 on 13.12.2011. Since then the second party even after giving dozens of dates, did not lead his evidence and vide application Ex. 14, the tribunal is informed that the second party workman has expired on 20.10.2017 but no application for substitution of legal heirs is moved.
2. Thus it appears that the legal heirs of the workman are not willing to prosecute the case.
3. Hence the reference is dismissed in non-prosecution of the case by the legal heirs of the second party workman with the observation as under: "the action of the management of Divisional Railway Manager, Western Railway, Rajkot/Ahmedabad in terminating the services of Shri Bhopaji Jawanji w.e.f. 16.10.2002 can be said to be legal and justified."

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 559.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 1183/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-41012/110/2000-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 559.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1183/2004) of the Central Government Industrial Tribunal-cum-

Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 02.04.2018.

[No. L-41012/110/2000-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st February, 2018

Reference: (CGITA) No. 1183/2004

The Divisional Railway Manager,
Western Railway,
Kothi Compound,
Rajkot (Gujarat) …First Party

V/s

The Org. Secretary,
Association of Railway and Post Employees,
15, Shashi Apartments,
Near Anjali Cinema, Vasna Road,
Ahmedabad (Gujarat) …Second Party

For the First Party : Shri H.R. Raval

For the Second Party : Shri R.C. Pathak

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/110/2000–IR(B-I) dated 31.07.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of DRM, Western Railway, Rajkot in terminating the services of Shri Chaturbhai Chhaganbhai is justified? If not, what relief the concerned workman is entitled?"

1. The reference dates back to 31.07.2001. In response to the notice issued by the tribunal, the second party submitted the statement of claim Ex. 6 on 19.01.2010 and the first party submitted the written statement Ex. 30 on 20.12.2017 but the second party despite giving number of opportunities to lead evidence, has failed to lead evidence. It has been informed by the parties that the second party workman has expired in the year 2002 but no application has moved since then for the substitution of the legal heirs of the second party workman. Thus it appears that the legal heirs of the second party or the second party workman, if alive, are not willing to prosecute the case.

2. Thus the reference is disposed of in the absence of the evidence of the second party with the observation as under: "the action of the management of DRM, Western Railway, Rajkot in terminating the services of Shri Chaturbhai Chhaganbhai can be said to be justified."

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 560.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय पश्चिमी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 36/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-41011/51/2013-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 02.04.2018.

[No. L-41011/51/2013-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st February, 2018

Reference: (CGITA) No. 36/2014

1. The Divisional Railway Manager,
   Western Railway,
   Mumbai Central,
   Mumbai
2. The Sr. Divl. Operating Manager,
   Western Railway,
   Mumbai Central, Mumbai …First Party

V/s

The President,
Paschim Railway Karmachari Parishad,
B/28, Narayan Park,
Behind Chandkheda Railway Station, Sabarmati,
Ahmedabad (Gujarat) …Second Party

For the First Party : Shri Yogi Gadhia

For the Second Party : Shri R.S. Sisodiya (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/51/2013–IR(B-I) dated 25.03.2014 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of the union Paschim Railway KarmachariParishad, Ahmedabad for the payment of wages for the period from 11.03.1997 to 12.03.1998, Annual increment for the year 1997, 5th Pay Commission's arrears of Rs. 10000/-, bonus for the accounting year 1997-98, interest on arrears as per the order of CAT and D.A. for the period from 01.01.1997 to 10.03.1997 to Shri K.S. Acharya is legal, proper and just? If so, to what relief the concerned workman Shri K.S. Acharya is entitled to?"

1. The reference dates back to 25.03.2014. In response to the notice issued by the tribunal, the second party submitted the statement of claim Ex. 5 on 21.09.2016 but despite service of notice on the first party and also filing the vakalatpatra Ex. 10 by Shri Yogi Gadia, advocate for the first party, the first party did not file the written statement. Therefore, the reference was ordered to proceed ex-parte against the first party employer The Divisional Railway Manager and The Sr. Divl. Operating Manager, Western Railway, Mumbai Central, Mumbai. The case was listed for the evidence of the second party who has filed the affidavit Ex. 8 on 22.12.2017 along with the documents vide list Ex. 9.

2. The second party workman vide statement of claim Ex. 5 has alleged that he is retired Station Master and lastly, he has served as Station Master, Navsari but he was not paid the salary for the period from 11.03.1997 to 12.03.1998, increment due for the year 1997, Rs. 10000/- as arrears of 5th Pay Commission, bonus for the accounting year 1997-98, interest on arrears as per the order of CAT and D.A. for the period from 01.01.1997 to 10.03.1997. Therefore, he raised the dispute before the Labour Enforcement; consequently, the Government of India referred the dispute to this tribunal. He has also alleged that he had been ill from 11.03.1997 to 12.03.1998 and the Medical Officer of the Railway Hospital issued him a medical certificate no. 890958 and the first party did not release the salary for the said period. Central Administrative Tribunal, Mumbai in OA No. 339/1997 ordered for status quo, therefore, by misleading the tribunal, the orders were not followed. The second party workman K.S. Acharya contacted the Station Manager for taking him on duty but no order was passed. The second party workman thereafter filed a writ petition no. 5973/1997 in the Mumbai High Court against the aforesaid order of Central Administrative Tribunal and the Hon'ble Mumbai High Court ordered as under: "By way of interim relief, be permitted the petitioner to continue as Station Superintendent at Navsari". The first party, in response to the order of High Court made compliance, after more than 2 month, of the High Court's order dated 06.01.1998 and 28.01.1998. Thus he has prayed that the aforesaid amount as shown in the schedule be ordered by the tribunal to be paid to the second party.

3. The second party has submitted the affidavit Ex. 8 reiterating the averments made in the statement of claim Ex. 5. He has also filed the number of documents including the writ petition, petition filed in High Court as well as Central Administrative Tribunal.

4. I considered the oral as well as documentary evidence which reveals that the second party wanted the execution of the orders of the Central Administrative Tribunal as well as the High Court. The second party has not disclosed as to whether the writ petition in the High Court has been finally disposed of or not. This tribunal has no jurisdiction regarding execution of the order of High Court as well as the CAT's orders.

5. It is noteworthy that the second party has admitted that he was Station Superintendent of Navsari Station who does not come within the definition of workman under the provisions of Section 2 (s) (iv).

6. Thus in the light of the aforesaid discussions, the reference is not maintainable and liable to be dismissed.

7. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 2 अप्रैल, 2018

का.आ. 561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 319/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.04.2018 को प्राप्त हुआ था।

[सं. एल-12012/141/2000-आईआर (बी-I)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd April, 2018

S.O. 561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 319/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workman, received by the Central Government on 02.04.2018.

[No. L-12012/141/2000-IR (B-I)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 22nd February, 2018

Reference: (CGITA) No. 319/2004

1. The Assistant General Manager,
   State Bank of India, Ambawadi,
   P.O. Polytechnic,
   Ahmedabad (Gujarat) - 380001
2. The Branch Manager,
   State Bank of India,
   University Branch Navrangpura,
   Ahmedabad (Gujarat) – 380001 …First Party

V/s

Shri Mahendra Kumar Ambalal Makwana,
Patel Wadi, Vankar Vas, Paldi,
Ahmedabad (Gujarat) – 380007 …Second Party

For the First Party : Shri B.K. Oza

For the Second Party : Shri Hitesh Kathrotiya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/141/2000–IR(B-I) dated 29.08.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of State Bank of India, University Branch of Ahmedabad in terminating the services of Shri Mahendrakumar Ambalal Makwana w.e.f. 01.02.1999 is legal and justified? If not, what relief the concerned workman is entitled?"

1. The reference dates back to 29.08.2000. In response to the notices issued to both the parties, the second party workman Mahendrakumar Ambalal Makwana, hereinafter referred to as "workman" submitted his Statement

of Claim Ex. 7 and first party, State Bank of India, hereinafter referred to as "SBI" submitted its Written Statement Ex. 22.

2. The workman has alleged in his Statement of Claim Ex. 7 that he joined the Navrangpura Branch of SBI in February 1994 after completing apprenticeship in SBI from the year 1983 to 1986 in the category of peon. On the basis of apprenticeship training and interview, a penal was prepared by the Regional office of the SBI; he was permitted to join as peon in February 1994 and was given salary and all the allowances of peon from the aforesaid date of joining. He served the SBI in the said capacity till 31.1.1999 but suddenly the then Branch Manager of University Branch, Navrangpura, SBI, Mrs. Nityaben Joshi, terminated his services without following the due procedure and assigning any reason. He was also not served with any notice and was also not paid any notice/retrenchment compensation. He has further alleged that he was serving as permanent peon and while terminating his services, the procedure given under section 25 F of the Industrial Act was not followed by the First Party. He has further alleged that a peon junior to him named Pravinbhai Vaghela was/ has been retained in service. Thus termination order was also violative of section 25 G and H of the Industrial Dispute Act. He has further alleged that he was paid the salary through cheques in each month being deposited in his Bank Account No. 001117948 till 31.1.1999. He has further alleged that he was given artificial break of some days every year, and for the said break period, he was given Rs. 50 per day through voucher by depositing the said amount in his aforesaid Bank account. He served the SBI for more than 240 days of each year continuously for more than 5 years on a vacant and permanent vacancy. Termination of his service is also violative of the principle of "last come and first go". Thus termination of his service was against the Bank Regulations, violative of the bipartite agreement reached between Management and Employees union as well as violative of section 25 F, G and H of the Industrial Dispute Act and also violative of the principles of natural justice. Thus he has prayed for declaring termination of his services as illegal and improper and has also prayed for reinstatement of his services with all service benefits and also any other relief, as the Tribunal deems fit.

3. The SBI vide its Written Statement Ex. 22 partly admitting the averments made in the statement of claim and denying the rest of averments made in the statement of claim, submitted that the allegations made are false, fabricated and misleading. The Tribunal has no jurisdiction and the reference is time barred and deserves to be dismissed. The manpower is engaged proportionate to the turnover of the Bank spreading all over India. The workman was never appointed during the year 1983 to 1994. He was working as temporary peon as per requirement intermittently for doing miscellaneous work as and when need arise in the absence of permanent employees and was paid accordingly. He was not appointed on permanent basis. He never worked for more than 240 days in any calendar year. No person named Pravinbhai Vaghela junior to him was ever appointed in his place. He was never terminated on 1.2.1999 by the Branch Manager. Recruitments or appointments are always made through proper procedure of selection. In the year 1989 there was an interview conducted for temporary workers and waiting list was prepared and the said waiting list was extended from time to time and was not scrapped. The Bank does not know as to why the name of this workman was not in the waiting list. Even if his name was in the list, the workman is not entitled to be appointed as he was not appointed on the permanent basis.

4. On the basis of submissions and pleadings, the following issues are to be considered and decided:
   I. Whether the action of the management of State Bank of India, University Branch of Ahmedabad in terminating the services of Shri Mahendrakumar Ambalal Makwana w.e.f. 01.02.1999 is legal and justified?
   II. To what relief, if any, the concerned workman is entitled?"

5. Issue No. I and II: The burden of prove of these issues lied on the second party workman who was examined by the tribunal on 26.07.2001 and on 19.09.2002 who has reiterated the averments made in the statement of claim and has also not stated anything contrary to his examination-in-chief. He has also submitted the documents vide list Ex. 8. The documents Ex. 15 shows that he issued a notice through his advocate G.K. Rathod to the first party on 10.03.1999 reiterating whatever he has stated in the statement of claim. He has also submitted the proof of service Ex. 16 and 17, the acknowledgements by which the aforesaid notice was served on Assistant General Manager, State Bank of India, Zonal Office, Ahmedabad and The Branch Manager, University Branch, Ahmedabad. He has also submitted the papers Ex. 13 showing that he was issued a letter dated 31.08.1989 by which the second party workman was asked by the State Bank of India to appear on interview on 18.09.1989 at 10:00 AM in response to the application submitted by the second party workman on the basis of advertisement dated 01.08.1998 for putting him in the temporary service of the bank. He has also submitted a letter/certificate of the State Bank of India showing the second party workman to have worked 251 days in the year 1994, 287 days in the year 1995, 205 days in the year 1996, 158 days in the year 1997, 233 days in the year 1998 and 29 days in the year 1999. All these aforesaid documents have been exhibited as they have been received and admitted by the first party. He has also submitted vide list Ex. 11 the copy of vouchers of payment of wages from Ex. 11/1 to 11/5. These documents can be read because the

advocate for the first party State Bank of India did not object for admitting these documents. Thus they shall be treated as Ex. 11/1 to 11/5 and these documents confirm that the second party workman worked in the State Bank of India, University Branch, Ahmedabad for the period as stated above.

6. The second party workman has also submitted the number of documents vide list Ex. 24 mainly the bipartite agreements and settlements Ex. 52 and 53 and the advertisement Ex. 54 which confirm that the second party workman was entitled/eligible as per the settlement to apply for the temporary status. He has also submitted the zerox copies regarding payment of wages.

7. The second party vide order of the tribunal dated 10.04.2006, submitted an additional affidavit Ex. 45 stating that he had been working in the State Bank of India till 31.01.1999 when his services were terminated. He worked for more than 240 days in each and every calendar year. He used to put his signature in the attendance register. He was paid wages for the days he worked but all these documents are in the custody of the State Bank of India. He used to work in the bank on every working day. After termination of his service, he tried to search an alternative employment but he failed. He has not said anything contrary to his examination-in-chief.

8. The second party workman has also submitted the zerox copies of the bipartite agreement/settlement dated 19.10.1996 wherein the part time employees have been defined as "an employee who does not, or is not, required to work for the full period for which an employee is ordinarily required to work and which paid on the basis that he is or may be engaged in doing work elsewhere." This settlement has provided for scales of pay, retrenchment procedure, compensation, gratuity etc. This settlement provides that retrenchment of superfluous workman should be on the principle of "last to come and first to go" unless exceptional circumstances justify a departure from its principle. In besides, who is the junior most among the superfluous, the town should be taking as the unit in A and B Class Banks and the State in C Class Banks. It also provides to avoid all suspicion of victimization, no employee who has been transferred and working in the new place for less than 6 months, may be retrenched. This settlement also provides for retrenchment compensation for the retrenched employees and maintenance of their service rules.

9. Initially, the first party did not prefer to examine any witness but at the insistence of the tribunal, the first party examined the witness Amit at Ex. 51 who stated on oath that he has been posted and working as Chief Manager, State Bank of India, Gujarat University Branch, Ahmedabad since 30.10.2017. He has stated on oath that whatever he is stating is based on the record of the bank. The person Pravin Vaghela never worked in his branch but later he stated that the second party workmen Mahender Makwana and Pravin Vaghela worked in his branch as daily wage workmen till January, 1999. He does not know who was senior among them. He cannot comment on the authenticity of the paper Ex. 14. He has further stated that the list prepared after interview of casual labourers on the basis of settlement between the Employees' Union and management for regularisation, is not traceable in the branch of the bank as well as the Zonal Office of the bank. He has further stated that the said list was scrapped in March, 1997 but they continue to work till the year 1999. He did not enquire into the Zonal Office in the matter. He stated that he was simply told by the Zonal Office that no casual labour named Praveen Vaghela did work in any branch of the bank. Later, he admitted that paper Ex. 14/2 is the book of instructions, rules and regularisation, thus said documents are exhibited. In his cross-examination, he has failed to explain as to what efforts he took to search the documents filed by the second party workman as well as the status of seniority of Praveen Vaghela. His whole cross-examination is just an eye-wash and confirms that he has come with the prejudice mind only to get the second party workman punished and the irregularities committed by the then Branch Manager Mrs. Nityaben Joshi be exonerated.

10. The whole evidences of both the parties and the arguments rendered by the respective advocates establishes that the second party workman worked in the branch from the year 1983 to 1986 in the category of peon and he was issued a certificate Ex. 14. He was permitted to join as peon in the February 1994 and was given salary and all the allowances of peon from the aforesaid date of joining. He served the SBI in the said capacity till 31.1.1999 but suddenly the then Branch Manager of University Branch, Navrangpura, SBI, and Mrs. Nityaben Joshi terminated his services without following the due procedure and assigning any reason. The first party witness Amit has given false evidence and tried to conceal the facts that Praveen Vaghela was a junior employee to the second party workman. This is an established law that if a witness deliberately concealed the facts, the benefit will flow toward the opposite party. In this case, the witness Amit of the first party has concealed all the evidences which favour the second party workman and the first party management has also concealed the truth and favoured his Branch Manager in the victimization of the workman. It is noteworthy that the first party State Bank of India was ordered by the tribunal to produce all these documents

concerning the workman regarding the seniority list, panel prepared on the basis of interview in pursuance of the bipartite settlement and the reasons under which his services were terminated but the first party deliberately refrained to produce all these aforesaid documents. It is also vindicated by the statement of the witness of the first party Amit who came to depose before the tribunal casually and without making sincere efforts to search aforesaid documents. Thus the benefit of it will go in favour of the second party workman. Thus on the basis of the aforesaid discussions, evidences and arguments of both the parties, I come to the conclusion that Mrs. Nityaben Joshi, the then Branch Manager of University Branch of SBI, without any authority of the first party, terminated the services of the second party workman. She did not disclose the seniority and selection list of all the daily wager workmen who worked in her branch and without following the procedure, she terminated his services. Thus both these issues are decided in the negative, against the first party State Bank of India and in the favour of the second party workman.

11. Thus the issue no I decided in the negative, against the first party State Bank of India and in the favour of the second party workman. As regards to Issue No. II, the first party State Bank of India is directed to reinstate the second party workman as an employee in his original status with all consequential benefits of giving temporary status from the date when it becomes due i.e. the date on which the immediate employee junior to the second party workman in the selection list prepared by the bank on the basis of the interview, with Rs. 100000/- (Rupees One Lac) as compensation in place of back wages.

12. The award is passed accordingly. The award shall be implemented within 60 days from the publication of the award.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 3 अप्रैल, 2018

का.आ. 562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विभागीय अभियंता (एएचक्यू), लखनऊ एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 25/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.02.2018 को प्राप्त हुआ था।

[सं. एल-40012/169/2002-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 3rd April, 2018

S.O. 562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 25/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the employers in relation to the Divisional Engineer (AHQ), Lucknow and their workmen, which was received by the Central Government on 13.02.2018.

[No. L-40012/169/2002-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, LUCKNOW

Present: Rakesh Kumar, Presiding Officer

I.D. No. 25/2003

Ref.No. L-40012/169/2002 IR(DU) dated 05.02.2003

BETWEEN

Sri Manjeet Singh S/o Sardar Mohan Singh
R/o LD 227 Sector F, LDA Colony,
Kanpur Road, Lucknow

AND

1. The Divisional Engineer (AHQ),Central,
C/o Director (OFC), CE,
Gomti Nagar Telephone Exchange, 2nd Floor Lucknow

AWARD

1. By order No. L-40012/57/2009-IR(CM-II) dated 05.02.2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Sri Manjit Singh S/o Sri Mohan Singh, LDA Colony, Kanpur Road, Lucknow and the Divisional Engineer (AHQ),Central, Gomti Nagar Telephone Exchange, 2nd Floor, Lucknow for adjudication.

2. The reference under adjudication is:

   i. **"WHETHER THE ACTION OF THE BHARAT SANCHAR NIGAM LTD. IN ORALLY TERMINATING THE SERVICES OF SH. MANJEET SINGH S/O SARDAR MOHAN SINGH W.E.F. 01.09.2001 IS LEGAL AND JUSTIFIED?" IF NOT TO WHAT RELIEF THE WORKMAN IS ENTITLED ?"**

3. As per claim statement W-12, the petitioner has stated in brief that he has worked as Driver on the permanent post under the subordination of opposite party since 10.12.1998 to August 2001, he was asked to drive Matador no. UP 32T 9782 and sometimes six wheel Truck UP 32 T 3567. The workman has further asserted that during his employment no charge sheet was issued, his carrier has been blotless, even then Sri H.L. Maurya, JTO(Store) Lucknow by an oral order removed him from the service without assigning any reason, next day and on subsequent dates he went to the office to perform his duties but his request was not accepted and he was not reinstated. No prior notice was issued, neither any salary in lieu of notice or retrenchment compensation was paid. Moreover another workman was employed in his place.

4. The petitioner has further alleged that from 10.12.1998 to Jan.2000 he was paid @ Rs.96/ per day, and was required to sign on the receipt, similarly from Feb.2000 to May 2000 he was paid @ Rs.600/- per month, from June 2000 to August 2001 @ Rs.800/- per month, and when he raised objection, he was asked to accept whatever is being paid and the remaining salary will be paid @ Rs.96/- per day but when the petitioner raised demand again and again his services were terminated on 01.09.2001 and the remaining salary of Rs.41,088/- was not paid till date. The workman had asserted that he moved under Section 33C(2) before the U.P. Labour Court on09.05.2002, case has been registered as Misc. 70/2002 and is still pending. Conciliation proceeding before the RLC have failed, the matter has been referred to Ministry, Ministry sent the matter to this Tribunal.

5. The petitioner has submitted details of the log book and duty performed by him w.e.f. 10.12.1998 to 31.08.2001, having worked for more than 240 days. Details have been given in several sub paras of Para 9 of the claim statement.

6. The workman has asserted that he had worked for more than 240 days in the period in question and the opposite party has intentionally not followed the I.D. Act., Provisions, unfair labour practice has been adopted and his legal right has been infringed. With the aforesaid pleadings request has been made by the petitioner to declare the impugned order as illegal and to reinstate him with continuity in service.

7. The management has filed written statement M-18 wherein allegations leveled in the claim statement have been denied. Opposite party has asserted that the said OFC Division is not permanent establishment of the BSNL, it was created for the completion of certain projects, applicant was neither appointed nor engaged in on temporary or permanent status, no appointment letter was ever issued by the competent authority in favour of the workman. Telecom Policy 1999 and consequential developments have been mentioned in the written statement. The opposite party has asserted that there is no sanctioned post of Driver in OFC Division and the applicant was never appointed, nor engaged by any competent authority either on regular or temporary basis. Misleading and misconceived facts have been given by the workman in the claim statement.

8. The opposite party has stressed that Sri H.L. Maurya, JTO was neither appointing authority, nor he was competent to terminate the regular employee, he could not accord any temporary or permanent sanction to keep the casual labour. Pendency of case Under Section 33C(2) of I.D. Act has been admitted by the opposite party. The management has submitted that if the applicant was appointed or engaged by some contractor then any competent authority does not have any liability to regularize his service particularly when there was no regular sanction post of the Driver in the project. Hon'ble Supreme Court and Hon'ble High Court judgments have been referred without any specific citation by the opposite party. The management has requested to dismiss the petition with cost in favour of the management.

9. With strong denial of the main facts raised by the opposite party in its written statement, rejoinder W-18 has been filed by the workman, reiterating the pleas taken the claim statement.

10. The management has further filed additional written statement M-21 and has mentioned therein citation of 2003 (1) LBESR, 415, Hon'ble Supreme Court submitting thereby that the proof of working days is on employee in the event of any denial of said factum. The management has further mentioned that UP 32T 9782 has been idle since long and no other vehicle was ever engaged/provided against the condemned vehicle UP 32T 9782. The workman further rebutted additional written statement with its supplementary W-23. The application C-25 for summoning the documents was moved by the workman. This application was disposed by the then Hon'ble Presiding Officer vide order dated 25.05.2005.

11. The workman submitted his evidence through affidavit. He was thoroughly cross examined on behalf of the management. The workman further adduced his witnesses, Sri Sarvajeet Upadhya, Sri Bhubneshwar Tewari, Sardar Saran Jit Singh in evidence.

12. The management filed affidavit of Sri H.L. Rai, and Sri Tribhuan Dutt in its evidence. Sri Tribhuan Datt was cross examined on behalf of the workman. Subsequently on the application of management, its witness Sri H.L. Rai was permitted in the court for his cross examination on behalf of the workman. On 6.9.1013 further cross examination of Sri H.L. Rai was deferred but could not be concluded.

13. Arguments of both the parties have been heard at length, Record available before the court has been scanned thoroughly.

14. Several adjournments were earlier sought by opposite party for filing original documents. On 24.09.2015 Learned AR for the opposite party submitted that original documents were not traceable, moreover none appeared on behalf of the management to verify the documents filed by the workman. In such circumstances the case was fixed for argument. Again on certain dates, none appeared but later on workman and his Learned AR made their appearance on every day before this court but the management official or its learned AR failed to appear before the court.

15. It has been submitted on behalf of the workman that he had joined on 10.12.1998 to work as Driver and had continuously performed his duties till 31.08.2001, and had worked for more than 240 days therefore legal requirement has been fulfilled even then the management has violated the statutory provisions of the I.D. Act., his services were illegally terminated. Details regarding bill number, payment of cheque etc. have furnished by the petitioner in para 9 (v) of the claim statement and further the details regarding endorsement on the gate pass with reference to the period mentioned have been elaborated in 9(vi) of the claim statement. Proof regarding work done by the petitioner has again been given in the paras 9(vii) and (viii) and other paras of the claim statement. The management has denied the allegations leveled in the claim statement and specifically asserted that the petitioner was never appointed or engaged by the competent authority either on regular or permanent basis, no appointment letter was issued. It has also been asserted by the management that there is no post of Driver in OFC. As per application C-25 dated 06.10.2004 request has been made by the workman to summon 293 documents mentioned therein, from the office of the management. The petitioner has himself supported pleas taken in the claim statement and rejoinder, he has been thoroughly cross examined on behalf of the management as well as certain questions were put up by the then Hon'ble Judge/PO.

16. Mr.Sarvajeet Upadhaya was adduced in evidence by the petitioner. He has stated on oath that petitioner was Driver under the BSNL and quite often visited the Petrol Pump to take petrol and lubricants etc. on credit memos. Vehicle numbers have also been given by the witness. Sri S.B.Tewari and Sardar Saran Jeet Singh have also been adduced in the evidence by the petitioner.

17. In cross examination witness Sri Sarvajeet Upadhaya asserted that he has worked in Avadh Petrol Pump Filling Station. Sri S.B. Tewari witness claiming himself as delivery man on the petrol punp has also been cross examined on behalf of the management. Another witness Sardar Saran Jit Singh has also been cross examined by the management.

18. The management has filed affidavit of Sri H.L.Rai and Sri Tribhuan Dutt. Several documents confronted by the AR of the workman in the cross examination, have been admitted in para 7 by the Sri T.Dutt, while on some other papers he has admitted his initials. Documents pertaining to gate pass etc. have been admitted. This witness in para 14 has asserted that he is unable to specify whether the alleged vehicle belongs to BSNL or not.

19. Sri H.L. Rai, DE has also been cross examined on behalf of the workman. Whether any requisition slips for purchasing Diesel or Petrol in the said vehicle have been issued by him or not, Sri H.L. Rai replied that he did not remember rather asserted that such slips might have been issued with the directions of the superior

authorities. He has also been asked to disclose the name of the Driver of the vehicle but he could not reply. Photo copies of the log book have neither been accepted nor denied by the management witness.

20. It may be quite pertinent to mention here that in the application M-83 dated 24.04.2015 request has been made by the learned AR for the management to grant time so as to verify the authenticity of the disputed documents with some competent authority. Sufficient time was granted but no such verification was made by any official of the management, neither any written request was submitted by the management. Another application was also moved by the management on 30.07.2015, which was allowed. More than 11 dates were given but the management could not verify the correctness of the documents referred by the workman.

21. Learned AR for the workman has argued that from Dec.1999 to Nov.2000 and from June 2000 to Dec.2000 he had worked for 280 days and 270 days, respectively, as per log book. Duties performed by the workman have been corroborated by the witness adduced before this Court. No doubt, the management has also produced its witness before this court but their evidence is cryptic, vague and evasive. Although learned AR for the opposite party has taken sincere pains but the concerned officers of the management have miserably failed to discharge their duties. They could not muster courage to specifically deny the truthfulness or authenticity of the documents, relied upon by the petitioner. It is also an important fact to mention that none has appeared in the court to submit arguments on behalf of the management, although affidavits in evidence have been filed earlier and witness have been cross examined also.

22. With regard to the matter in issue, in the present case, principle propounded by Hon'ble Supreme Court in the following Rulings are quite pertinent.

    1. (2002), 3 SCC, R.F.O. vs S.T. Hadimani Page 25.

    2. (2005), 8 SCC, Surendra Nagar District Panchyat Vs Jetha Bhai Pitambarbhai Page 450.

    3. (2006) 1, SCC, R.M.Yellati Vs Executive Engineer, Page 106.

    4. (2010) 1 SCC (L&S) Jagbir Singh Vs Haryana State Agriculture Board, page 545.

23. After having heard learned AR for the workman, scrutiny of the evidence adduced by both the parties in the light of the documents submitted before this Court, it is inferred that the alleged oral termination order of the workman Sri Manjit Singh w.e.f. 01.09.2001 can not be adjudicated as legal and justified. The petitioner workman is entitled for reinstatement w.e.f. 01.09.2001 alongwith 50% of the back wages. The management is directed to ensure payment of the dues to the petitioner within 10 weeks from the date of publication of award failing which interest @ 6% per annum shall also be paid to the petitioner by the management.

24. Award as above.

Lucknow
16-5-2017

RAKESH KUMAR, Presiding Officer

RAKESH SUKUL Digitally signed by RAKESH SUKUL Date: 2018.05.03 17:24:21 +05'30'

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